

EXHIBIT F
FADING WEST CONSTRUCTION BUILDER'S WARRANTY
HOMEOWNER'S MANUAL

Congratulations on your new home!

Becoming a homeowner is exciting but can be overwhelming. The checklist below is a basic list of some seasonal maintenance tasks to be performed at your residence, to assist in keeping your house functioning optimally. This is not an inclusive list, as there are additional tasks that can be performed monthly, quarterly and yearly. It is the owners responsibility to perform daily, monthly, and yearly maintenance on their home. Please refer to your "Homeowners Maintenance Manual".

Winter:

- Change HVAC filter
- Apply pest control
- Adjust sprinkler system for the season
- Ensure site/yard drains are clear/unblocked
- Check smoke and carbon monoxide detectors
- Inspect backsplash caulking in kitchen, bathrooms and laundry room, and recaulk as needed
- Inspect shower and tub caulking and re-caulk as needed
- Test alarm system
- Test GFCI receptacles
- Clean cabinets per manufacturer recommendations

Spring (Spring Cleaning):

- Change HVAC filter
- Check smoke and carbon monoxide detectors
- Clean aerators on faucets and shower heads
- Clean fins on outside AC condensing unit
- Clean fireplace and chimney
- Have carpet cleaned
- Inspect air conditioning for proper operation
- Inspect backsplash caulking in kitchen, bathrooms and laundry room, and recaulk as needed
- Inspect ceramic tile and countertops and reseal as needed
- Ensure exterior caulking is performed where needed
- Inspect shower and tub caulking and re-caulk as needed
- Lubricate door hinges with silicone spray
- Lubricate rollers and guides on garage doors and openers
- Start up and inspect valves and spray heads for leaks, broken parts and clogs
- Test GFCI receptacles
- Clean cabinets per manufacturer recommendations
- Clean dryer vent
- Inspect Roof for leaks
- Inspect exterior for any damage or wear in need of repair
- Clean out rain gutters

Summer:

- Adjust sprinkler system settings for season
- Apply pest control
- Change HVAC filter
- Check drainage swales for proper rain water flow
- Check smoke and carbon monoxide detectors
- Inspect backsplash caulking and re-caulk as needed
- Inspect weather-stripping on all doors
- Monitor secondary A/C condenser
- Test GFCI receptacles
- Clean cabinets over manufacturer recommendations
- Water heater maintenance per manufacturer recommendations

Fall:

- Weatherproof home, caulk windows, gabs and repair stucco cracks

- Change HVAC filter
- Check smoke and carbon monoxide detectors
- Clean gutters and downspouts
- Inspect furnace for proper operation
- Inspect shower and tub caulking and re-caulk as needed
- Inspect dryer vent and clean out any lint and debris
- Monitor secondary A/C condenser
- Test GFCI receptacles
- Clean cabinets per manufacturer recommendations
- Repaint, recaulk home every 4 years

Fading West Construction, LLC

Warranty Introduction

Fading West Construction Limited Warranty

Fading West Construction's Limited Warranty covers your home against construction defects as detailed in Fading West Construction, LLC Standards of Performance for (1) ONE YEAR from the date title was first transferred by FWC (the "Warranty Start Date").

The Warranty Period consists of a Customer Care Program. The Customer Care Program covers the first year of ownership. Under the Customer Care Program FWC provides (2) automatically scheduled Customer Care Appointments as well as several courtesy repairs. The warranty items covered (including courtesy repairs) during The Customer Care Program are detailed in The Standards of Performance.

The Fading West Construction, LLC Limited Warranty is fully transferable to subsequent purchasers. Upon execution of a transfer form by a subsequent owner, the Limited Warranty remains in force on the home for the balance of the Warranty Period. Please contact the Fading West Construction for a Warranty Transfer Form.

When you wrote your Purchase Agreement, you received Exhibit B of the purchase describing the Limited Warranty, and signed a form acknowledging your receipt and agreement to read the Limited Warranty in full prior to closing on your home. If you have any questions The Limited Warranty before closing, please contact your Sales Counselor.

We suggest that you review The Standards of Performance, as well as the service procedures included in this section, before submitting a claim under the Limited Warranty.

Standards of Performance

The Fading West Construction, LLC Standards of Performance detail the tolerances of workmanship and materials within which your home should perform. They are designed to help you, the Homeowner, FWC and any Arbitrator assigned to rule on the presence of a Construction Defect, determine the validity of any request for warranty performance made under the Limited Warranty. Please note that some of these standards specifically relate to FWC's Courtesy Repairs and not to the standards relative to the Limited Warranty.

It would not be possible to list every component of your home in these standards so only the most frequent items, which concern new Homeowners, are addressed in these Standards of Performance.

The Residential Performance Guidelines published by the National Association of Home Builders shall apply to any items not covered by these guidelines.

To the extent that neither document contains a standard for a given item in your home, Section III (Our Coverage Obligation) of the Limited Warranty describes other factors that will be considered in determining our coverage obligation.

For convenience and ease of understanding, the Standards of Performance have been expressed in terms of performance standards, which set forth the acceptable tolerances for each area of concern. Items that do not comply with The Standards of Performance should be brought to Fading West Construction, LLC attention for inspection. If FWC makes the determination that the item is a construction defect, it will be handled in accordance with the terms of the Limited Warranty.

Homeowner Maintenance

The Homeowner(s) and/or The Homeowners Association (exterior items in certain communities) are responsible for proper home maintenance. This includes being aware of and applying the recommended procedures and products for maintaining all components of your home. For your convenience, FWC has provided maintenance suggestions in our Standards of Performance. If you need additional information on maintaining a product, please refer to the manufacturer's maintenance recommendations for that product.

Under the terms of the Limited Warranty, neglect of normal maintenance items may deprive you or your successor of warranty coverage on the item(s) involved. Damage to the home which is a result of Homeowner(s) or Homeowners Association negligence, abuse, misuse, or inaction must be repaired by the Homeowner(s) and/or Homeowners Association at their expense. During the

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Total loss of heat when the outside temperature is below 45 degrees

Total loss of electricity. (To make sure there is no widespread power outage, please contact your utility company prior to reporting the condition to FWC.);

Plumbing leak that requires the entire water supply to be shut off;

Total loss of water. (Again, check with your water department to be certain there is not a widespread service interruption.)

Courtesy Repairs

Throughout your first year in your home, there are areas of your home that may experience minor weathering and settlement, which may not constitute construction defects, as defined in the Limited Warranty. These areas may include drywall. While these items might otherwise be the responsibility of the homeowner as maintenance items, as an accommodation to our homebuyers, FWC will evaluate these items outside of the scope of coverage of the Limited Warranty, and as a Courtesy will repair these items **One Time** during your first year of homeownership based upon the specific references in the Standards of Performance. Since these items will only be considered one time, we suggest that you hold these items for the Year End appointment discussed on the previous page.

Consumer Appliance Warranties

The manufacturers of your kitchen and other appliances will work directly with you if any repairs are needed for these products. Manufacturers' Customer Service Telephone numbers are listed in the use and care of materials for the individual appliances provided to you. When you place a service request with the manufacturer, please be prepared to provide the model and serial number of the item and the closing date on your home. Appliance warranties are generally for one year; refer to the literature provided by the specific manufacturer involved for complete information. By Federal law, appliances and/or "consumer products" are excluded from the Limited Warranty, unless they constitute a construction defect. To ensure proper coverage by the manufacturer of the consumer product, please fill out all warranty registration cards and return them to the manufacturer.

It is highly recommended to register your appliances as soon as documents are received. If your product is not registered, the manufacturer will not service your appliances.

Fading West Construction ,LLC

LIMITED WARRANTY

Throughout the FWC Limited Warranty, referred to hereinafter as the "Limited Warranty", the words "You" and "Your" refer to the Homeowner and/or Homeowners Association. The words "We", "Us", "Our(s)", and "FWC" refer to Fading West Construction, LLC. Refer to the Section X. Definitions, so that You will understand the terminology applicable to this Limited Warranty.

This Limited Warranty establishes an agreed method for determining when a construction defect exists and a clear understanding of Our responsibilities for remedying any such construction defect. This Limited Warranty also helps distinguish a construction defect that is Our responsibility from those minor imperfections that can reasonably be expected in a home or the common elements or result from normal wear and tear or are routine Homeowner or Homeowners Association maintenance responsibilities.

This Limited Warranty contains the procedures You must use to notify Us of a condition in your home or the common elements, which You believe may constitute a construction defect. In the event a condition occurs in the home or the common elements that You believe may constitute a construction defect, You agree to submit any request for warranty performance under this Limited Warranty. Based on the information You provide, and where We deem it necessary information obtained from an onsite inspection/or testing of the home or the common elements, We will determine whether We agree with You that the condition constitutes a construction defect. If We determine that the condition reported by You is a construction defect, We will remedy the condition in accordance with the remedies prescribed in this Limited Warranty. We will make this determination in accordance with Section III. Our Coverage Obligations, contained in this Limited Warranty.

If We determine that a condition does not constitute a construction defect that is Our responsibility and therefore deny Your request for warranty performance, You have the right to initiate binding arbitration that will irrevocably determine whether the condition constitutes a construction defect that is Our responsibility. If this binding arbitration determines that the condition does constitute a construction defect that is Our responsibility, We will resolve the problem in accordance with the remedies prescribed in this Limited Warranty. The Arbitrator will decide based on the language contained in Section III, Our Coverage Obligations.

This Limited Warranty is the only express warranty given by Us to You. Any express warranties other than this limited warranty, including any oral or written statement or representation made by Us or any other person that is contrary to or inconsistent with the terms of this Limited Warranty are hereby disclaimed by Us and waived by You. This is a Limited Warranty and, as such, its coverage is restricted by its express terms, conditions, and exclusions. It does not affect any substantive rights or remedies You or We may have under Construction Defect Action Reform Act, C.R.S. 13-20-801 et seq. or applicable law, and nothing in this Limited Warranty is intended to constitute a waiver of, or limitation on, the legal rights, remedies or damages provided to You or Us by the Construction Defect Action Reform Act, C.R.S. 13-20-801 et seq. or the Colorado Consumer Protection Act, Article 1, Title 6, C.R.S., as described in the Construction Defect Action Reform Act, or on the ability to enforce such legal rights, remedies, or damages within the time allowed by applicable statute of limitations or repose, but this Limited Warranty does include an election by You and Us to resolve all claims, disputes and controversies, of whatever kind or nature, by binding arbitration as stated in the preceding paragraph. If any provision of this Limited Warranty is determined to be unenforceable, such a determination will not affect the remaining provisions. If this Limited Warranty or any provision herein is determined to be unenforceable as to a Homeowners Association or a specific Homeowner, such a determination will not affect the enforceability of this Limited Warranty or such provisions as to any other Homeowner Association or any other Homeowner. The issue of enforceability, as well as all other issues, will be determined by Binding Arbitration as provided for in this Limited Warranty.

I. Coverage Limit

The final purchase price of the home (as stated in the Warranty Confirmation) is Our limit of liability. It is the most We will pay or expend for all covered construction defects regardless of the number of requests for warranty performance made against this Limited Warranty. Once Our limit of liability has been paid, no further requests for warranty performance can be made against this Limited Warranty.

II. Warranty Coverage

Coverage under this Limited Warranty is expressly limited to construction defects which may occur during the Limited Warranty Period and are reported by You in accordance with the notification requirements of Section VII, Procedure to Request Us To Perform Under this Limited Warranty. During the Limited Warranty Period, We warrant the home and the common elements will be free of construction defects. To be eligible for coverage We must receive written notice from You of the alleged construction defect

as soon as it is reasonably possible after You have become aware or should have become aware of a construction defect but in no event later than thirty (30) days after the expiration of the coverage.

III. OUR Coverage Obligations

All notices of alleged construction defects and complaints under this Limited Warranty must be made by You in writing. Telephone or face-to-face discussions will not protect Your rights under this Limited Warranty (see Section VII, Procedure to Request US To Perform Under This Limited Warranty).

In the event You allege a construction defect occurs during the Warranty Period, upon receiving written notice from You, We, or a third party designated by Us or acting on Our behalf, will inspect, investigate and/or test (including destructive testing) the alleged defect to determine if a construction defect exists. Upon confirmation of a construction defect, We, or a third party designated by Us or acting on Our behalf, will (1) repair or replace the construction defect, (2) pay to You the actual amount it would cost Us to repair or replace the construction defect. The decision to repair, replace, or to make payment to You is at Ours or Our authorized representative's sole option.

We will have been considered to have breached this Limited Warranty only if We fail to correct a construction defect in accordance with the terms and conditions of this Limited Warranty.

- A. Standards by which the presence of a construction defect will be determined In the event You believe that a flaw or imperfection in the home or the common elements constitutes a construction defect, the following factors will be considered by Us in determining whether the condition constitutes a construction defect. Should either You or We elect to initiate binding arbitration, these factors will be considered by the Arbitrator in rendering a decision:
1. Any performance standards or guidelines or other documents or manuals that contain Our building standards, that were provided to You at or prior to closing on the home, or in the case of the Homeowners Association, prior to transferring title to the common elements. Absent such standards, the Residential Construction Performance Guidelines published by the National Association of Home Builders, in effect at the time of closing on the home, or in the case of the Homeowners Association, at the time of transferring title to the common elements shall apply. Absent a specific standard in the documents identified above, normal and accepted building practices and standards in use in the region of the country in which the home or the common elements are located shall apply;
 2. Consideration as to whether the magnitude of the flaw or imperfection:
 - a. materially affects the structural integrity of the home or common elements; or
 - b. has an obvious and material negative impact on the appearance of the home or common elements; or
 - c. jeopardizes the life or safety of the occupants; or
 - d. results in the inability of the home or the applicable common elements to provide the functions that can reasonably be expected in such a home or common element.
 3. Consideration as to whether a condition is the result of normal wear and tear (conditions that are normal wear and tear, or are caused by normal wear and tear are not construction defects);
 4. Consideration as to whether the condition was caused by, or in any way resulted from the failure of the Homeowner or Homeowners Association to perform normal or routine maintenance (any condition that is determined to be their maintenance issue, or any condition that results from improper or inadequate Homeowner or Homeowner Association maintenance, is not a construction defect);
 5. Consideration as to whether the condition was caused by the Homeowner or Homeowners Association or their representatives, other than Us, after the Homeowner took possession of the home or the common elements (We and You conducted a walkthrough inspection just prior to closing on the home. Damage that was caused by You or Your representatives is not a construction defect, for example, a large, visible scratches on flooring in the entry foyer that was not noted at the final walkthrough inspection, but was reported after furniture was moved into the home, will not be considered a construction defect);
 6. Recognition that any condition resulting directly or indirectly from or made worse by changes, additions, alterations or other actions by the Homeowner or Homeowners Association or Their agents, other than Us, will not be considered a construction

defect (this includes changes to the topography, drainage or grade of the property);

7. Any Exclusion contained in this Limited Warranty.

IV. Homeowner Maintenance Obligations

Every home requires periodic maintenance to prevent premature deterioration, water intrusion and to ensure adequate performance of the systems. maintenance of the home and the common elements is Your responsibility. You must understand and perform the maintenance that the home and common elements required. As stated in other sections of this Limited Warranty, We are not responsible for the home and common elements maintenance issues or for damage that results from Your failure to maintain the home or the common elements.

V. Coverage Limitations

When We or a third party designated by Us or acting on Our behalf, repair or replace a construction defect, the repair or replacement will include the repair or replacement of only those surfaces, finishes and coverings that were damaged by the construction defect that were part of the home or the common elements when title was first transferred by Us. Surfaces, finishes and coverings that require repair or replacement in order for Us or a third party designated by Us to repair or replace construction defects will be repaired or replaced. The extent of the repair and replacement of these surfaces finishes, or coverings will be to approximately the same condition they were in prior to the construction defect, but not necessarily to a new condition.

When repairing or replacing surfaces, finishes and coverings, the repair or replacement will attempt to achieve as close a match with the original surrounding areas as is reasonably possible, but an exact match cannot be guaranteed due to factors such as fading, aging and unavailability of the same materials.

In the case where a construction defect exists and the home is rendered uninhabitable, the repair of the construction defect shall include the reasonable cost of the Homeowners alternative shelter until the home is made habitable. If Homeowner must vacate the home during a repair, FWC reserves the right to approve the costs for alternative housing and will not be responsible for any unapproved costs or costs that are deemed by FWC to be excessive. In all cases, the maximum amount We will reimburse You for vacating the home is \$150.00 per day.

VI. Exclusions

A. This Limited Warranty does not cover:

1. Any construction defects or other damages resulting, either directly or indirectly, from the following causes or occurring in the following situations:

- a. Fire;
- b. Lightning;
- c. Explosion;
- d. Riot and Civil Commotion;
- e. Smoke;
- f. Hail;
- g. Aircraft;
- h. Falling Objects;
- i. Vehicles;
- j. Floods;
- k. Earthquake;

- l. Landslide or mudslide originating on property other than the site of the home or the common elements or property developed by Us;
 - m. Mine subsidence or sinkholes;
 - n. Changes in the underground water table not reasonably foreseeable by Us;
 - o. Volcanic eruption; explosion or effusion;
 - p. Wind including:
 - (i). Gale force winds; winds that exceed 54 MPH
 - (ii). Hurricanes;
 - (iii). Tropical storms;
 - (iv). Tornadoes;
 - q. Insects, animals or vermin;
 - r. Changes of the grading of the ground by anyone other than Us or Our agents, or subcontractors, which results in surface drainage towards the home or other improper drainage or permits water to pond or become trapped in localized areas against the foundation or otherwise;
 - s. Changes, additions, or alterations made to the home or the common elements by anyone after the Warranty Period begins, except those made or authorized by Us. Any approvals by Us must be in writing, verbal authorizations will not be honored;
 - t. Any defect in material or workmanship supplied or performed by anyone other than Us, Our agents, or subcontractors;
 - u. Improper maintenance, negligence or improper use of the home or the common elements by You or anyone else that results in rot, dry rot, moisture, rust, mildew or any other damage;
 - v. Dampness or condensation due to Your failure to maintain adequate ventilation
 - w. Damage resulting from the weight and/or performance of any type of waterbed or other furnishings, which exceeds the load bearing design of the home or the common elements;
 - x. Normal wear and tear or normal deterioration of materials
 - y. Economic damages due to the home's or the common elements failure to meet consumer expectations.
2. Any costs arising from, or any construction resulting from the actual, alleged or threatened discharge, dispersal, release or escape of pollutants. We will not cover costs or expenses arising from the uninhabitability of the home or the common elements or health risk due to the proximity of pollutants. We will not cover costs, or expenses resulting from the direction of any governmental entity to test, clean up, remove, treat, contain or monitor pollutants;
 3. Any costs arising from, or any construction defect resulting from the effects of electromagnetic fields (EMF's) or radiation;
 4. Any damage to personal property that does not result from a construction defect;
 5. Any "CONSEQUENTIAL OR INCIDENTAL DAMAGES";
 6. Any damage to Consumer Products;
 7. Any construction defect which You have not taken timely and reasonable steps to protect and minimize damage after We or Our authorized representative have provided You with authorization to prevent further damage;
 8. Any damage to the extent it is incurred after or as a result of Your failure to notify Us in a reasonable timely manner after You have become aware or should have become aware of the construction defect or condition causing such damage;

9. Any costs or obligations paid or incurred by You in violation of Section VII. C. Below;

10. Any non-conformity with local building codes, regulations or requirements that has not resulted in a construction defect. While We acknowledge Our responsibility to build in accordance with applicable building codes, this Limited Warranty does not cover building code violations in the absence of a construction defect.

11. Any deviation from plans and specifications that has not resulted in a construction defect.

12. Any subrogation costs associated with repairs performed by buyer's insurance company when such repairs were not approved by Us.

13. Any item listed on a third party inspection that is not a construction defect. While third party inspections are allowed, the company or individual performing the inspection must supply Us with a current Certificate of Insurance prior to performing an inspection on a home.

14. Homes that were foreclosed on and then resold by the foreclosing agency or at a public auction.

B. Our Limited Warranty does not cover any construction defect, which would not have occurred in the absence of one, or more of the excluded events or conditions listed in Exclusions, Section VI. A.1 a. – A.1.q., A.2. or A.3. Above, regardless of:

1. The cause of the excluded event or condition; or

2. Other causes of the loss or damage; or

3. Whether other causes acted concurrently or in any sequence with the excluded event or condition to produce the loss or damage.

VII. Procedure to Request US to Perform Under This Limited Warranty

If You become aware of a condition that You believe is a construction defect under this Limited Warranty, You have the following responsibilities:

A. Notification

You must notify Us in writing as soon as it is reasonably possible, after You have become aware or should have become aware of a construction defect, but in no event may Your written notice of a construction defect or Your written request for warranty performance be postmarked or received by Us later than thirty (30) days after this Limited Warranty has expired.

If the written notice is postmarked or received by Us more than thirty (30) days after the expiration of this Limited Warranty, We shall have no obligation to remedy the construction defect. In order to establish a record of timely notification, written notice should always be sent by Certified Mail, return receipt requested.

B. Cooperate With Us

You must give Us and any third parties acting on Our behalf reasonable help in inspecting, investigating, testing (including destructive testing), monitoring, repairing, replacing or otherwise correcting an alleged construction defect. Help includes, but is not limited to, granting reasonable access to the home or common elements for the forgoing purposes. If You fail to provide such reasonable access to the home or common elements, We will have no obligation to do any of the foregoing.

C. Do Not Make Voluntary Payments

You agree not to make any voluntary payments or assume any obligation or incur any expenses for the remedy of a condition You believe is a construction defect without prior written approval from Us, or other parties authorized to act on Our behalf. We will not reimburse You for costs incurred when You did not obtain prior written approval.

However, You may incur reasonable expenses in making repairs in an emergency condition without prior written approval, provided the repairs are solely for the protection of the home or common elements from further damage or to prevent an unsafe living condition and provided You notify Us as soon as is reasonably possible. To obtain reimbursement for repairs made during an emergency condition, You must provide Us with an accurate written record of the repair costs.

D. Sign a Release

When We or a third party designated by Us or acting on Our behalf have completed repairing, replacing or paying You as to any

construction defects or other related damage to the home or common elements covered by this Limited Warranty, You must sign a full release of Our obligation for the construction defects. The release shall be applicable to the construction defect and shall not prevent You from notifying Us should You become aware of a subsequent construction defect.

E. If You Disagree With Us

If You believe We have not responded to Your request for warranty performance to Your satisfaction or in a manner that You believe this Limited Warranty requires, You may provide written notice to Us requesting Mediation. Upon Our receipt of written notice from You, We may review and mediate Your request by communicating with You, Us, and any other individuals or entities that We believe may possess relevant information or schedule Mediation with a Mediator acceptable to both parties. If after forty-five (45) days, We or a Mediator selected by both parties is unable to successfully mediate Your request for warranty performance or at any earlier time when We determine that You and We are at an impasse, We will notify You that Your request for warranty performance remains unresolved and that You may elect to initiate Binding Arbitration. Binding Arbitration as described in the following section is the sole remedy for the resolution of disputes between You and Us as set forth in the following section.

VIII. Binding Arbitration Procedure

Any disputes between You and Us, or parties acting on Our behalf, related to or arising from this Limited Warranty, design or construction of the home or the common elements or the purchase of the home or transfer of title to the common elements will be resolved by binding arbitration. Binding arbitration shall be the sole remedy for resolving any and all disputes between You and Us, or Our representatives. Disputes subject to binding arbitration include but are not limited to:

- A. Any disagreements that a condition in the home or common elements is a construction defect and is therefore covered by this Limited Warranty;
- B. Any disagreements as to whether a construction defect has been corrected in compliance with this Limited Warranty;
- C. Any alleged breach of this Limited Warranty;
- D. Any alleged violations of consumer protection, unfair trade practice, or other statute;
- E. Any allegations of negligence, strict liability, fraud, and/or breach of duty or good faith, and any other claims arising in equity or from common law;
- F. Any disputes concerning the issues that should be submitted to binding arbitration;
- G. Any disputes concerning the timeliness of Our performance requests and/or Your notifications under this Limited Warranty.
- H. Any disputes as to the payment or reimbursement of the arbitration-filing fee;
- I. Any dispute as to whether this Limited Warranty or any provision hereof, including, but not limited to any waiver hereunder, is unenforceable;
- J. Any other claim arising out of or relating to the sale, design or construction of Your home or the common elements, including, but not limited to any claim arising out of, relating to or based on any implied warranty or claim for negligence or strict liability not effectively waived by this Limited Warranty.

MEDIATION AND ARBITRATION. If any dispute arising out of or related to the purchase, home, or common elements whether in contract, tort or statutory, including any claims against Our officers, directors and/or employers occurs, the parties agree to submit the dispute to non-binding mediation. We and You shall jointly appoint an acceptable mediator and shall share equally in the costs of such mediator. If mediation proves unsuccessful, the parties agree to proceed with binding arbitration in accordance with the Construction Industry rules of the American Arbitration Association, or any successor to such Association. The parties agree that the arbitration panel shall consist of three (3) members, two (2) of whom shall have substantial experience in single family residential construction and one (1) of whom shall be a licensed attorney with substantial experience in the construction field. Both parties shall have the right to be represented by legal counsel and to join subcontractors and/or suppliers into any arbitration proceeding. The decision of the arbitrators shall be final and conclusive and judgment may be entered upon the award by any court of competent jurisdiction. In determining any question, matter, or dispute before them, the arbitrators shall apply the provisions of the Purchase Agreement and the Limited Warranty without varying from them in any respect and they shall not have the power to add to, modify or change any of the provisions hereof. The parties agree to share equally in the costs of the arbitration.

After evidence is presented by You, Us or Our representatives, a decision will be rendered by the arbitrator. The decision is final

and binding on You and Us. The arbitrator first will determine whether any claimed or alleged construction defects exists and whether it is Our responsibility. Second, if the arbitrator finds Us responsible for a construction defect, the arbitrator will determine the scope of any repair or replacement, Our cost of any such repair or replacement, and the diminution in fair market value, if any, caused by such construction defects. Based upon the arbitrator's decision, We shall choose whether We shall repair or replace the construction defect or pay to You the actual amount it would cost Us to repair or replace the construction defect. The decision to repair, replace, or to make payment to You is at Our or Our authorized representative's sole option. In addition, the arbitrator shall render a decision resolving any other disputed matters or issues related to or arising from this Limited Warranty, the design or construction of the home or the common elements or the sale of the home or transfer of title to the common elements.

IX. General Conditions

A. The Limited Warranty is a provision of the Purchase Agreement between You and Us for the construction and/or sale of the home or transfer of the common elements.

B. This Limited Warranty will transfer to new owners of the home for the remainder of the Limited warranty Period. You agree to provide this Limited Warranty to any subsequent purchaser of the home as a part of the contract of sale of the home. Our duties under this Limited Warranty to the new Homeowner will not exceed the limit of liability then remaining, if any.

C. We assign to You all the manufacturer's warranties on all appliances, fixtures and items of equipment that We installed in the home. Should an appliance or item of equipment malfunction You must follow the procedures set forth in that manufacturer's warranty to correct the problem. Our obligation under this Limited Warranty is limited to the workmanlike installation of such appliances and equipment. We have no obligation for appliances and equipment defined as consumer products.

D. If We or a third party designated by Us or acting on Our behalf repairs, replaces or Pays You as to a construction defect, or other related damage to the home or the common elements covered by this Limited Warranty, We are entitled, to the extent of Our payment, to take over Your related rights of recovery from other people and organizations, including but not limited to, other warranties and insurance. You have an obligation not to make it harder for Us to enforce these rights. You agree to sign any papers, deliver them to Us, and do anything else that is necessary to help Us exercise Our rights.

E. General Provisions

1. If any of the terms or provisions of this Limited Warranty is determined to be unenforceable, such a determination will not affect the remaining provisions. If this Limited Warranty or any provision herein is determined to be unenforceable as to a Homeowners Association or a specific Homeowner, such a determination will not affect the enforceability of this Limited warranty or such provisions as to any other Homeowners Association or any other Homeowner. The issue of enforceability, as well as all other issues will be determined by Binding Arbitration as provided for in this Limited Warranty.

2. This Limited Warranty and the binding arbitration process are binding on You and Us. It is also binding on Your and Our heirs, executors, administrators, successors, and assigns, subject to paragraph B of the General Conditions.

3. As may be appropriate, the use of the plural in this Limited Warranty includes the singular, and the use of one gender includes all genders.

X. Definitions

Builder means Fading West Construction, LLC, the individual, partnership, corporation or other entity. Throughout this document the Builder is also referred to as "We", "Us" and "Our (s)".

Common Elements means the property as specified in the recorded Covenants, Conditions and Restrictions as common area and any other property the Homeowners Association has standing under the law to make a claim on. This may include, but is not limited to, streets, the structure or components of enclosure or other spaces that are for the common use of the residents of the development in which the home is located. Systems serving two or more homes, and the outbuildings that contain parts of such System are also included in this definition.

Consequential or Incidental Damages means any loss or injury other than:

A. Our cost to correct a construction defect including the correction of those surfaces, finishes and coverings damaged by the construction defect;

B. Our cost of repair or replacement of furniture, carpet or personal property damaged by the construction defect. Should replacement be necessary, Our obligation is limited to replacement with items providing the same function and quality and that

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are readily available at the time the item is being replaced.

C. Our costs of removal or replacement in order to repair or replace a construction defect;

D. The reasonable cost of the Homeowner's alternative shelter where the home is uninhabitable due to a construction defect or where the home is rendered uninhabitable by the repair of the construction defect.

Diminished market value is considered "Consequential or Incidental Damage" and is excluded under this Limited Warranty unless We elect this remedy in lieu of the repair, replacement or other payment as to a construction defect.

Construction Defect(s) means a flaw in the materials or workmanship used in constructing the home that:

- materially affects the structural integrity of the home or common elements; or
- has an obvious and material negative impact on the appearance of the home or common elements; or
- jeopardizes the life or safety of the occupants; or
- results in the inability of the home or the common elements to provide the functions that can reasonably be expected in a residential dwelling.

We and any arbitrator assigned to rule relative to a construction defect will consider both this definition and Section III – A. (Standards By Which the Presence of a construction defect will be determined) in determining the existence of a construction defect. A flaw is a construction defect if either We or an arbitrator conducting a binding arbitration hearing declares the flaw to be a construction defect. Our obvious and visible failure to complete the construction of the home or common elements, any portion of the home or common elements is not a construction defect.

Consumer Product means any item of equipment, appliance or other item defined as a consumer product in the Magnuson-Moss Warranty Act (15 U.S.C. §. 2301, et seq.) Examples of Consumer Products include, but are not limited to dishwasher, garbage disposal, gas or electric cook-top, range, range hood, refrigerator or refrigerator/freezer combination, gas oven, electric oven, microwave oven, trash compactor, garage door openers, clothes washer and dryer, hot water heater, furnace, air conditioner and thermostat.

Emergency Condition means an event or situation that creates an imminent threat of damage to the home or common elements, or results in an unsafe living condition due to a construction defect that You (or as applicable, the homeowners association) become aware of at a point in time other than Our normal business hours and You were unable to obtain Our or Our authorized representative's prior written approval to initiate repairs to stabilize the condition or prevent further damage.

Home means a single family residence either attached or detached covered by this Limited Warranty or a condominium or cooperative unit in a multi-unit residential structure/building covered by this Limited Warranty.

Home Builder's Limited Warranty means only this express warranty document provided to You by Us.

Homeowner means the first person(s) to whom a home (or a unit in a multi-unit residential structure/building) is sold, or for whom such home is constructed, for occupancy by such person or such person's family, and such person's successors in title to the home or mortgages in possession and any representative of such person(s) who has standing to make a claim on that person(s) behalf, including any class representative or homeowners association making a claim in a representative capacity.

Homeowners Association means a profit or nonprofit corporation, unincorporated association, organization, partnership, assessment district, Limited Liability Company, limited liability partnership or other entity of any kind that owns, manages, maintains, repairs, administers, or is otherwise responsible for and has standing to make a claim as to any part of the common elements.

Pollutants mean all solid, liquid, or gaseous irritants or contaminants. The term includes, but is not limited to, petroleum products, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, radon gas, and waste materials, including materials to be recycled.

Systems mean the following:

- (a) Plumbing system - gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; and water, gas and sewer services piping and their extensions to the tie-in of a public utility connection or onsite well and sewage disposal system.

(b) Electrical system - all wiring, electrical boxes, switches, outlets, and connections up to the public utility connection.

(c) Heating, Cooling, and Ventilation system - all ductwork; steam, water and refrigerant lines; and registers, connectors, radiation elements and dampers.

Warranty Period shall commence on the date the title for the home is transferred to the first Homeowner. Notwithstanding anything to the contrary set forth in this Limited Warranty, the Warranty Period for the common elements of an individual structure/building commences on the date the title for the first home in the structure/building is transferred to the first Homeowner or as concerns clubhouses or outbuildings or other common elements not part of the home the date the title to these structures is transferred to the Homeowners Association.

Fading West Construction, LLC Workmanship/Materials, & Systems Warranty Construction Performance Standards

These Construction Performance Standards apply to the Limited Warranty to which they are attached and identified on the Warranty Confirmation Page.

The following Construction Performance Standards are the official standards used by Fading West Construction, LLC in determining coverage under the Limited Warranty. This warranty does not warrant that the Home has been built in compliance with federal, state or local building standards or codes even though the Builder is required to comply with such standards or codes. **Items covered by a manufacturing warranty ARE NOT warranted under this express limited warranty.**

In no event shall Builder, be liable for discontinued items, changes in dye lots, colors or patterns, or items not included in the original construction.

The Performance Standards set forth in the following pages are meant to be demonstrative of the most frequent deficiencies of concern. The validity of all claims not covered by these Performance Standards shall be determined on the basis of the National Home Builders Association Residential Performance Guidelines.

Important Notice: When determining responsibility under the Construction Performance Standards, only reports from approved construction consultants (inspection firms, contractors etc.) will be considered. Some firms and individuals feel it is their responsibility to locate possible problems rather than to resolve issues under consideration and they regularly address items not covered under the terms of the warranty.

Homeowners should be aware that all new homes go through a period of settlement and movement as they reach equilibrium. During this period, the home may experience some minor material shrinkage, cracking and other events, which are unavoidable and considered normal. The Homeowners(s) should also be aware that they are responsible for proper home maintenance. Damage caused by HOA, improper maintenance or changes, alterations or additions performed by anyone other than FWC, our employees, or subcontractors (while performing work contracted by FWC) is excluded from The Limited Warranty.

In addition to the Standards of Performance, we have included Homeowner Use and Maintenance Guidelines to assist you with caring for your new home.

Alarm System (Optional Equipment)

Homeowner Use and Maintenance Guidelines

If your home selections included pre-wire for an alarm system, you will arrange for the final connection and activation after you move-in. The alarm company you select will demonstrate the system, instruct you in its use, and provide identification codes for your family. We recommend that you test the system each month. (Helpful Hint: In the event your alarm system is not working, first check your GFCI outlet as this could be the reason the Alarm System is not working).

Fading West Construction, LLC Limited Warranty Guidelines

During The Limited Warranty Period FWC will repair wiring that does not perform as intended for the alarm system as long as the original wiring was not modified during installation of Homeowner purchased alarm products. FWC makes no representation that the alarm system will provide the protection for which it is installed or intended.

Appliances

Homeowner Use and Maintenance Guidelines

Please refer to each appliance owner's manual for specific use and maintenance guidelines.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation, FWC will confirm that all appliances are in working condition and that the appliance surfaces are not damaged. We assign all appliance warranties to you, effective on the date of closing. The appliance manufacturers warrant their products directly to you according to the terms and conditions of these written warranties. FWC does not warrant Appliances or other Consumer Products and will only repair any Appliances or Appliance Surfaces that were listed on the Final Walkthrough/Orientation Form.

Cabinets

Homeowner Use and Maintenance Guidelines

Your Design Selection Sheet is your record of the brand, style, and color of cabinets in your home. If you selected wood or wood veneer cabinets, expect differences in grain and color between and within the cabinet components due to natural variations in wood and the way it takes stain.

Cleaning

Products such as lemon oil or polishes that include scratch cover are suggested for wood cabinet care. Follow container directions. Use such products a maximum of once every 3 to 6 months to avoid excessive build-up. Avoid paraffin-based spray waxes or washing cabinets with water, as both will damage the luster of the finish.

Hinges

If hinges catch or drawer glides become sluggish, a small amount of silicone lubricant will improve their performance.

Moisture

Damage to cabinet surfaces and warping can result from operating appliances that generate large amounts of moisture or heat (such as a crock pots or toaster ovens) near the cabinet. When operating such appliances, place them in a location that is not directly under a cabinet.

Fading West Construction, LLC Limited Warranty Guidelines

During The Final Walkthrough/Orientation FWC will confirm that all cabinets and cabinet components are installed

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properly and that there are no defects or cosmetic damage. FWC will repair only those defects or cosmetic items that are listed on the Final Walkthrough/Orientation Form.

Alignment

Doors, drawer fronts, and handles should be level and even. FWC will repair any items that are visibly out of level or do not function properly during the Limited Warranty period.

Separations

We will correct or repair during the first year of the Limited Warranty Period; gaps between cabinets and the ceiling or gaps between the cabinets and the walls by caulking or other means if the gap exceeds 1/8 inch. After the first year, it is the Homeowners responsibility to caulk these areas.

Warping

If doors or drawer fronts warp in excess of 1/4 inch within 24 inches during the Limited Warranty period, we will correct this by adjustment or replacement.

Wood Grain

Readily noticeable variations in wood grain and color are normal in all wood or wood veneer. Replacements or repairs are not made due to variations in the wood or wood veneer.

Carpet

Homeowner Use and Maintenance Guidelines

Your Design Selection Sheet (Color Chart) provides a record of the brand, style, and color of floor coverings in your home. Please retain this information for future reference. Refer to the various manufacturers' recommendations for additional information on the care of your floor coverings.

Burns

Take care of any kind of burn immediately. First snip off the darkened fibers, then use a soapless cleaner and sponge with water. If the burn is extensive, talk with a professional about replacing the damaged area.

Cleaning

You can add years to the life of your carpet with regular care. Carpet wears out because of foot traffic and dirt particles that get trampled deep into the pile beyond the suction of the vacuum. The dirt particles wear down the fibers like sandpaper and dull the carpet. The most important thing you can do to protect your carpet is to vacuum it frequently.

Vacuum twice each week lightly and once a week thoroughly. Heavy traffic areas may require more frequent cleaning. A light vacuuming is three passes; a thorough job may need seven passes. A vacuum cleaner with a beater-bar agitates the pile and is more effective in bringing dirt to the surface for easy removal. Remember to disengage the beater bar on the vacuum for all shag/cable carpets.

Vacuuming high-traffic areas daily helps keep them clean and maintain the upright position of the nap. Wipe spills and clean stains immediately. For best results, blot or dab any spill or stain; avoid rubbing. Test stain removers on an out-of-the-way area of the carpet, such as in a closet, to check for any undesirable effects.

Have your carpet professionally cleaned at a minimum once per year; more often depending on amount of traffic or if you have pets. Research indicates that the hot water extraction or steam cleaning provides the best cleaning.

Crushing

Furniture and traffic may crush a carpet's pile fibers. Frequent vacuuming in high-traffic areas and glides or cups under heavy pieces of furniture can help prevent this. Rotating your furniture to change the traffic pattern in a room promotes more even wear. Some carpets resist matting and crushing because of their level of fiber, but this does not imply or guarantee that no matting or crushing will occur. Heavy traffic areas such as halls and stairways are more susceptible to wear and crushing. This is considered

normal wear.

Fading

Science has yet to develop a color that will not fade with time. All carpets will slowly lose some color due to natural and artificial forces in the environment. You can delay this process by frequently removing soil with vacuuming, regularly changing air filters in heating and air conditioning systems, keeping humidity and room temperature from getting too high, and reducing sunlight exposure with window coverings.

Filtration

If interior doors are kept closed while the heating system is operating, air circulation from the closed room flows through the small space at the bottom of the door. This forces the air over the carpet fibers, which in turn act as a filter, catching particulate pollution. Over time, a noticeable stain develops at the threshold

Fuzzing or Fraying

In loop carpets, fibers may break. Simply clip the excess fibers. If it continues, call a professional.

Pilling

Pilling or small balls of fiber can appear on your carpet, depending on the type of carpet fiber and the type of traffic. If this occurs, clip off the pills. If they cover a large area, seek professional advice.

Rippling

With wall-to-wall carpeting, high humidity may cause rippling. If the carpet remains rippled after the humidity has left, have a professional re-stretch the carpeting.

Seams

Carpet usually comes in 12-foot widths, making seams necessary in most rooms. Visible seams are not a defect unless they have been improperly made or unless the material has a defect, making the seam appear more pronounced than normal. The more dense and uniform the carpet texture, the more visible the seams will be.

Carpet styles with low, tight naps result in the most visible seams. Seams are never more visible than when the carpet is first installed. Usually with time, use, and vacuuming the seams become less visible.

Shading

Shading is an inherent quality of fine-cut pile carpets. Household traffic causes pile fibers to assume different angles; as a result, the carpet appears darker or lighter in these areas. A good vacuuming, which makes the pile all go in the same direction, provides a temporary remedy.

Shedding

New carpeting, especially pile, sheds bits of fiber for a period of time. Eventually these loose fibers are removed by vacuuming. Shedding usually occurs more with wool carpeting than with nylon or other synthetics. With new carpet during the first several months, it might be necessary to replace or empty the bag in your vacuum cleaner more often than usual.

Snags

Sharp-edged objects can grab or snag the carpet fiber. When this occurs, cut off the snag. If the snag is especially large, call a professional.

Sprouting

Occasionally you may find small tufts of fiber sprouting above carpet surface. Simply use scissors to cut off the sprout. Do not

attempt to pull it, because other fibers will come out in the process.

Stains

No carpet is stain-proof. Although your carpet manufacturer designates your carpet as stain-resistant, some substances may still cause permanent staining. These include, but are not limited to, hair dyes, shoe polish, paints, and ink. Some substances destroy or change the color of carpets, including bleaches, acne medications, drain cleaners, plant food, insecticides, and food or beverages with strongly colored natural dyes as found in some brands of soda and tea.

Refer to your care and maintenance brochures for recommended cleaning procedures for your particular fiber. Pretest any spot-removal solution in an inconspicuous area before using it in a large area. Apply several drops of the solution, hold a white tissue on the area, and count to ten. Examine both tissue and carpet for dye transfer and check for carpet damage.

Fading West Construction, LLC Limited Warranty Guidelines

During The Final Walkthrough/Orientation, FWC will confirm that your carpet is properly installed with no defects. We will correct stains or spots listed on the Final Walkthrough/Orientation Form by cleaning, patching, or replacement. FWC is not responsible for dye lot (color) variations if replacements are made.

Seams

Carpet seams will be visible and are excluded from this Limited Warranty. While FWC does not warrant carpet seams, during the Limited Warranty Period, we will repair seams that become loose as a result of a defect with the original installation.

Caulking

Homeowner Use and Maintenance Guidelines

Time and weather will shrink and dry caulking so that it no longer provides a good seal. As routine maintenance, check the caulking and make needed repairs. Caulking compounds and dispenser guns are available at home improvement and hardware stores. Read the manufacturer's instructions carefully to be certain that you select an appropriate caulk for the intended purpose.

Colored Caulk

Colored caulking is available where larger selections are provided. As with any colored material, dye lots can vary.

Latex Caulk

Latex caulking is appropriate for an area that requires painting, such as along the stair stringer or where wood trim meets the wall.

Silicone Caulk

Caulking that contains silicone will not accept paint; it works best where water is present, for example, where the tub meets tile or a sink meets a countertop. In areas where stone or tile are installed as a backsplash on countertops or in bath locations, FWC may install caulk that is colored to match the grout. Grout colored caulk is available at specialty tile stores.

Fading West Construction, LLC Limited Warranty Guidelines

During The Final Walkthrough/Orientation FWC will confirm that appropriate areas are adequately caulked and repair any caulking listed on the Final Walkthrough/Orientation Form. Caulking is considered a Homeowner maintenance item and is not covered by this Limited Warranty.

Concrete Flatwork (Optional)

Homeowner Use and Maintenance Guidelines

Cleaning

Avoid washing exterior concrete slabs with cold water from an outside faucet when temperatures are high and the sun has been shining on the concrete. The abrupt change in temperature can damage the surface bond of the concrete. We recommend sweeping to keep exterior concrete clean. If washing is necessary, do this when temperatures are moderate. Repeated cleaning of the garage floor by hosing can increase soil movement by allowing water to penetrate any existing cracks. We recommend sweeping to clean the garage floor.

Cracks

A concrete slab 10 feet across shrinks approximately 5/8 inch as it cures. Some of this shrinkage shows up as cracks. Cracking of concrete flatwork also results from temperature changes that cause expansion and contraction.

During the summer, moisture finds its way under the concrete along the edges or through cracks in the surface. In winter, this moisture forms frost that can lift the concrete, increasing the cracking. Maintaining drainage away from all concrete slabs will minimize cracking from this cause.

As cracks occur, seal them with a waterproof concrete caulk (available at a hardware or home improvement stores) to prevent moisture from penetrating to the soil beneath.

Expansion Joints

We install expansion or control joints to help control expansion of concrete. However, as the concrete shrinks during the curing process, moisture can penetrate under the concrete and lift the expansion joint. When this occurs, fill the resulting gap with a concrete and silicone sealant or caulk.

Heavy Vehicles

Prohibit commercial or other extremely heavy vehicles such as moving vans and other large delivery trucks from pulling onto your driveway. We design and install concrete drives for conventional residential vehicle use only. In addition to heavy vehicles, do not allow equipment to drive on or over the concrete during landscaping. Exterior concrete damaged by vehicles, equipment, or placement of landscape or building materials is excluded from this Limited Warranty.

Ice, Snow, and Chemicals

Driving or parking on snow creates ice on the drive, which magnifies the effects of snow on the concrete surface. Remove ice and snow from concrete slabs as promptly as possible after snow storms. Protect concrete from abuse by chemical agents such as pet urine, fertilizers, radiator overflow, repeated housing, or de-icing agents, such as road salt or other chemicals that can drip from vehicles. All of these items can cause spalling or delamination (chipping of the surface) of concrete.

Concrete Sealer

A concrete sealer, available at home improvement, hardware, and paint stores, will help you keep an unpainted concrete floor clean. Do not use soap on unpainted concrete. Instead, use plain water and washing soda or, if necessary, a scouring powder.

Fading West Construction, LLC Limited Warranty Guidelines

Color Variations

Due to the concrete mix, concrete slabs will vary in color and appearance, especially in replaced sections. Color variations in concrete are excluded from this Limited Warranty.

Concrete Installed By Homeowner

The Homeowner assumes full responsibility for any concrete installed after the original closing date for the home. This includes testing to make sure that soil is properly compacted and that the installed concrete does not have a negative impact on the original drainage established for the home. FWC will not for any reason, repair or replace, concrete installed

after the original closing date unless the concrete was installed by FWC.

Cracks

If concrete cracks reach 1/2 of an inch horizontally in width, FWC will repair them during the First Year of the Limited Warranty Period.

Due to the effects of weather that is outside of our control, exterior concrete will only be repaired during the first year of the Limited Warranty Period.

Finished Floors

During the Limited Warranty Period FWC will correct cracks, settling, or heaving of concrete that rupture finish floor materials that were installed by FWC during the construction of the home. FWC will not repair or replace floor materials that were installed by the Homeowners(s).

Level Floors

Concrete floors in the habitable areas of the home will be level to within 1/4 inch within any 32-inch measurement with the exception of an area specifically designed to slope toward a floor drain. During the Limited Warranty Period FWC will repair any flooring that does not meet the above mentioned standard.

Settling or Heaving

During the Limited Warranty Period FWC will repair exterior concrete that settles or heaves in excess of 2 inches or if such movement results in negative drainage (toward the house) or hazardous vertical displacement.

Spalling/Delamination (Surface Chips)

Causes of spalling/delamination include repeated hosing of concrete for cleaning, pet urine, radiator overflow, fertilizer, uncleared snow and ice, ice-melting agents, and road salts and other chemicals from vehicles. Due to the effects of weather that are outside of our control, surface spalling/delamination is excluded from this Limited Warranty.

Condensation

Homeowner Use and Maintenance Guidelines

The energy efficient homes being built today are constructed to be more airtight in comparison to homes built even 10 years ago. While they seal in the heat in the winter and cooling in the summer, they also seal in too much moisture laden air.

When warm, moist interior air comes into contact with cooler surfaces (doors & windows, the moisture condenses. Outside we see this as dew; inside you may see it as a layer of moisture on glass windows and doors. Condensation comes from high humidity within the home combined with low outside temperatures. Condensation forming on windows does not reflect a problem with the window or the window installation. Condensation forming on windows indicates that you have too much humidity inside the home.

When this condition occurs, you need to decrease the amount of humidity in the home.

The following are suggestions for removing the humidity.

Humidifier Operation

If your home includes a humidifier, closely observe the manufacturer's directions for its use and care, see additional information under Humidifiers. Low to moderate settings in winter can maintain desired comfort levels without contributing too much moisture to your home. You may need to experiment to find the correct level for your family's lifestyle. In periods of extreme cold, you may need to turn the Humidifier off. FWC does not install Humidifiers and is not responsible for damages due to installation or improper usage of a Humidifier.

New Construction

Some experts have estimated that a typical new home contains 50 gallons of water. Water is part of the lumber, concrete, drywall texture, paint, caulk, and other materials used during the construction of the home. Wet weather during construction adds more. This moisture evaporates into the air as you live in your home—adding to the moisture generated by normal living activities. Over time, this source of moisture may diminish.

Normal Activities

As you live in your home, your daily lifestyle contributes to the moisture in the air. Cooking, laundry, baths and showers, aquariums, plants, and so on all add water to the air in your home. Likewise, your daily routine can mitigate the amount of moisture in your home and reduce condensation on interior surfaces.

Temperature

Avoid setting your thermostat at extreme temperatures. Heating your home will cause the materials to dry out faster, generating more moisture into the air; drying the materials out too fast also increases shrinkage cracks and separations.

Ventilation

Develop the habit of using exhaust fans in bathrooms and over the stove. When weather conditions permit, open windows so fresh air can circulate through your home. Keep the dryer exhaust hose clean and securely connected. See the section on Ventilation for additional information.

Fading West Construction, LLC Limited Warranty Guidelines

Condensation results from weather conditions and a family's lifestyle. FWC has no control over these factors. This Limited Warranty coverage excludes condensation and damages caused by the condensation unless the damages are a direct result of a construction defect covered by this Limited Warranty.

Countertops

Homeowner Use and Maintenance Guidelines

Countertops

Always use a cutting board to protect your counters (this also applies for natural and man made stone countertops) when you cut, chop or prepare food. Protect the countertop from heat and from extremely hot pans. If you cannot put your hand on it, do not put it on the countertop. Do not use countertops as ironing boards and do not set lit cigarettes on the edge of the counter.

Caulking

The caulking between the countertop and the wall, along the joint at the backsplash (the section of counter that extends a few inches up the wall along the counter area), and around the sink may shrink, leaving a slight gap. Maintaining a good seal in these locations is important to keep moisture from reaching the wood under the tops and to prevent warping.

Cleaning

Avoid abrasive cleaners that will damage the luster of the surface, unless an abrasive cleaner is recommended by the manufacturer. Mats

Rubber drain mats can trap moisture beneath them, causing the laminated countertops to warp and blister. Dry the surface as needed.

Wax

Wax is not necessary, but it can be used to make counters gleam. See also Ceramic Tile.

Fading West Construction, LLC Limited Warranty Guidelines

During The Final Walkthrough/Orientation FWC will confirm that all countertops are installed without defects. We will repair only the noticeable surface damage such as chips, cracks, and scratches that are listed on the Final Walkthrough/Orientation Form.

Countertops will have one or more discernible seams. During the Limited Warranty Period FWC will repair gaps or differential at the seams that are not due to Homeowner damage when they exceed 1/8 inch.

Separation of countertops from walls, backsplash, and around sinks results from normal shrinkage of materials. As a courtesy repair, FWC will recaulk these areas one time during the first year of this Limited Warranty period. Subsequent caulking will be the Homeowners responsibility.

All natural stone colors are species of natural materials; coloration, veining, and texture (i.e.: pits, fissures, and fragmentation) will vary from samples and will be part of the finished product. FWC is not responsible for cracking or breakage that occurs after installation due to the application of heavy weight or force over unsupported spans of countertops.

Crawl Space

Homeowner Use and Maintenance Guidelines

The crawl space is not intended as a storage area for items that could be damaged by moisture. Wood stored in a crawl space can attract termites.

You may notice slight dampness in the crawl space. Landscaping that is correctly installed helps prevent excessive amounts of water from entering crawl spaces. During the Limited Warranty period, report standing water to FWC Homes for inspection.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will check the condition of the crawl space. Crawl spaces may be damp but should not have standing water, provided that you have not altered the drainage nor caused excessive moisture to accumulate and remain in this area with incorrect landscaping. During the Limited Warranty Period FWC will correct conditions that result in persistent standing water.

Doors and Locks

Homeowner Use and Maintenance Guidelines

The doors installed in your home are wood products and are subject to natural characteristics of wood such as shrinkage and warpage. Natural fluctuations caused by humidity and the use of forced air furnaces, showers, and dishwashers, interior doors may occasionally require minor adjustments.

Bifold Doors

Interior bifolds sometimes stick or warp because of weather conditions. Apply a silicone lubricant to the tracks to minimize this inconvenience.

Failure to Latch

If a door will not latch because of minor settling, you can correct this by making a new opening in the jamb for the latch plate (remortising) and/or raising or lowering (adjusting) the plate accordingly.

Hinges

You can remedy a squeaky door hinge by removing the hinge pin and applying a silicone lubricant to it. Avoid using oil, as it can gum up or attract dirt. Graphite works well as a lubricant but can create a gray smudge on the door or floor covering beneath the hinge if too much is applied. (Helpful Hint: Remove the pin from the hinge, take a lead pencil and color the pin then reinsert the pin

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in the hinge. Graphite from the lead will lubricate the hinge without the potential to drip onto the flooring).

Locks

Lubricate door locks with graphite or other waterproof lubricant. Avoid oil, as it will gum up the locks.

Shrinkage

Use putty, filler, or latex caulk to fill any minor separations that develop at mitered joints in door trim. Follow with painting. Panels of wood doors shrink and expand in response to changes in temperature and humidity. Touching up the paint or stain on unfinished exposed areas is Homeowner maintenance.

Slamming of Doors

Slamming doors can damage both doors and jambs and can even cause cracking in walls. Teach children not to hang on the doorknob and swing back and forth; this works loose the hardware and causes the door to sag.

Sticking

The most common cause of a sticking door is the natural expansion of lumber caused by changes in humidity. When sticking is caused by swelling during a damp season, do not plane the door unless it continues to stick after the weather changes. Before planning a door because of sticking, try two other steps: first, apply either a paste wax, light coat of paraffin, or candle wax to the sticking surface; or second, tighten the screws that hold the door jamb or door frame. If planing is necessary, use sandpaper to smooth the door and paint the sanded area to seal against moisture.

Warping

If a door warps slightly, keeping it closed as much as possible often returns it to normal.

Weather Stripping

Weather stripping and exterior door thresholds occasionally require adjustment or replacement.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will confirm that all doors are installed without defects and correctly adjusted. FWC will only repair construction damage to doors listed on the Final Walkthrough/Orientation form.

Adjustments

Because of normal settling of the home, doors may require adjustment for proper fit. FWC will make such adjustments during the first ONE Year of the Limited Warranty period.

Panel Shrinkage

Panels of wood doors shrink and expand in response to changes in temperature and humidity. Although touching up the paint or stain on unfinished exposed areas is your home maintenance responsibility. During the Limited Warranty Period FWC will repair split panels that allow light to be visible.

Warping

During the Limited warranty Period, FWC will repair doors that warp in excess of 1/4 inch within 24 inches.

Drywall

Homeowner Use and Maintenance Guidelines

During the life of your home, minor cracking, nail pops, or seams may become visible in the walls and ceilings. These are caused

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by the shrinkage of the wood and normal deflection of rafters and wood studs to which the drywall is attached. This is not a result of structural deficiencies.

Ceilings

The ceilings in your home are easy to maintain; periodically remove dust or cobwebs as part of your normal cleaning and repaint as needed.

Repairs

With the exception of the one-time repair service provided by FWC, any drywall repair is your maintenance responsibility.

Repair hairline cracks with a coat of paint. You can repair slightly larger cracks with spackle or caulk. To correct a nail pop, reset the nail with a hammer and punch. Cover it with spackle, which is available at paint, home improvement and hardware stores. Apply two or three thin coats. When dry, sand the surface with fine-grain sandpaper, and then paint. You can fill indentations caused by sharp objects in the same manner.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will confirm that drywall surfaces are free of defects. FWC will only repair the drywall defects listed on the Final Walkthrough/Orientation Form.

One Time Repairs

One time during the Limited Warranty period, preferably at the Year End Customer Care Appointment, FWC as a courtesy will repair drywall shrinkage cracks and nail pops and will touch up the repaired area using the same paint color that was on the surface when the home was delivered. Touch-ups may be visible.

Repainting the entire wall or the entire room to correct this is your choice and responsibility. You are also responsible for custom paint colors or wallpaper that has been applied subsequent to closing. Due to the effects of time on paint and wallpaper, as well as possible dye lot variations, touch-ups are unlikely to match the surrounding area.

If a drywall repair is needed as a result of poor workmanship (such as blisters in tape) or other warranty-based repair (such as a plumbing leak), FWC will complete the repair by touching up the repaired area with the same paint that was on the surface when the home was delivered. If more than one-third of the wall is involved, we will repaint the wall corner to corner. You are responsible for custom paint colors or wallpaper that has been applied subsequent to closing. The effects of time on paint and wallpaper, as well as possible dye lot variations, mean touchup may not match the surrounding area. FWC does not repair drywall flaws that are only visible under particular lighting conditions.

Electrical System

Homeowner Use and Maintenance Guidelines

Make sure that you know the location of the main electrical box, usually located in the garage; it includes a main shut-off that controls all the electrical power to the home. Individual breakers control the separate circuits. Each breaker is marked to help you identify which breaker is connected to which major appliances, outlets, or other service. Should a failure occur in any part of your home, always check the breakers in the main panel box before calling an electrician.

Breakers

Circuit breakers have three positions: on, off, and tripped. When a circuit breaker trips, it must first be turned off before it can be turned on. Switching the breaker directly from tripped to on will not restore service.

Breakers Tripping

Breakers trip because of overloads, usually caused by plugging too many appliances into the circuit, a worn cord or defective appliance, or operating an appliance with too high a voltage requirement for the circuit, starting an electric motor, or other reasons.

If any circuit trips repeatedly, unplug all items connected to it and reset. If it trips when nothing is connected to it, you need an electrician. If the circuit remains on, one of the items you unplugged is defective and will require repair or replacement.

Carbon Monoxide Alarms & Smoke Detectors

Read the manufacturer's manual for detailed information on the care of your carbon monoxide alarm and smoke detectors.

Battery

If a carbon monoxide alarm or smoke detector makes a chirping sound, this is a sign that the battery needs to be replaced. Follow manufacturer instructions for installing a new battery. Most carbon monoxide alarms and smoke detectors use a 9 volt battery.

Cleaning

For your safety, clean each carbon monoxide alarm and smoke detector periodically to prevent a false alarm or lack of response in a fire. After cleaning, push the test button to confirm the alarm is working. (Helpful Hint: Use a can of air to blow out the smoke detector where dust may have accumulated).

Locations

Carbon monoxide alarms and smoke detectors are installed in accordance with building codes, which dictate locations. FWC cannot omit any carbon monoxide alarm or smoke detector and you should not remove or disable any smoke detector.

FWC does not represent that Carbon Monoxide Alarms or Smoke Detectors will provide the protection for which they are installed or intended.

Fixture and Outlet Locations

The factory install light fixtures and outlets in general locations indicated on the plans and may vary from locations shown in models and similar plans. Moving fixtures and outlets to accommodate specific furniture arrangements or room use is your responsibility.

GFCI (Ground-Fault Circuit-Interrupters)

GFCI receptacles have a built-in element that senses fluctuations in power. Quite simply, the GFCI is a circuit breaker. Building codes require installation of these receptacles in bathrooms, the kitchen, outside, and the garage (areas where an individual can come into contact with water while holding an electric appliance or tool). Heavy appliances such as freezers or power tools will trip the GFCI breaker.

Each GFCI circuit has a test and reset button. Once each month, press the test button. This will trip the circuit. To return service, press the reset button. If a GFCI breaker trips during normal use, it may indicate a faulty appliance and you will need to investigate the problem. One GFCI breaker can control multiple outlets. Caution: Never plug a refrigerator or food freezer into a GFCI-controlled outlet. The likelihood of the contents being ruined is high. FWC is not responsible for food spoilage that results from the plugging of refrigerators or freezers into a GFCI outlet.

Grounded System

Your electrical system is a three-wire grounded system. Never remove the bare wire that connects to the box or device. If appliances are provided with a factory installed ground NEVER REMOVE THIS.

Light Bulbs

You are responsible for replacing burned-out bulbs; FWC will replace light bulbs that are listed on the Final Walkthrough/Orientation Form.

Outlets

If an outlet is not working, check first to see if it is controlled by a wall switch or GFCI. Next, check the breaker.

Due to a recent Federal Statute, your home will have tamperproof (Childproof) outlets installed in various locations throughout the home. These locations are determined by the Statute. FWC cannot install non-conforming outlets in these areas.

If there are small children in the home, you may want to install safety plugs on the non-tamper proof outlets. Please instruct or teach children to never touch or insert any objects into electrical outlets, sockets, or fixtures.

Underground Cables

Before digging anywhere in your yard, you are required to call and order locates for your yard. Maintain positive drainage around the foundation to protect electrical service connections.

TROUBLESHOOTING TIPS: NO ELECTRICAL SERVICE

No Electrical Service Anywhere in the Home

Before calling for service, check to confirm that the:

- Service is not out in the entire area. If so, contact the utility company.
- Main breaker and individual breakers are all in the on position.

Educate on how to reset breakers

No Electrical Service to One or More Outlets

Before calling for service, check to confirm that the

- Main breaker and individual breakers are all in the on position.
- Applicable wall switch is on
- GFCI is set (see details on GFCIs, earlier in this section)
- Item you want to use is plugged in
- Item you want to use works in other outlets
- Bulb in the lamp is good

Even if the troubleshooting tips do not identify a solution, the information you gather will be useful to the service provider you call.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will confirm that light fixtures and outlets are installed; in working condition without any defects and that all bulbs are working. FWC will only repair the electrical items (damaged fixtures) listed on the Final Walkthrough/Orientation Form. The Limited Warranty excludes any fixture supplied or installed by the Homeowner.

Designed Load

During the Limited Warranty period, FWC will repair any electrical wiring that fails to carry its designed load to meet specifications. If electrical outlets, switches, or fixtures do not function during the Limited Warranty period as intended, FWC will repair or replace them.

Power Surge

Power surges are the result of local conditions beyond the control of FWC and are excluded from coverage under the Limited Warranty. These can result in burned-out bulbs or damage to sensitive electronic equipment such as TVs, alarm systems, and

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computers. Damage resulting from lightning strikes is excluded from this Limited Warranty coverage. It is suggested to use surge protection.

Expansion and Contraction

Homeowner Use and Maintenance Guidelines

Changes in temperature and humidity cause all building materials to expand and contract. Dissimilar materials expand or contract at different rates. This movement results in separation between materials, particularly dissimilar ones. You will see the effects in small cracks in drywall and in paint, especially where moldings meet drywall, at mitered corners, and where tile grout meets tub or sink. While this can alarm an uninformed homeowner, it is normal.

Shrinkage of the wood members of your home is inevitable and occurs in every new home. Although this is most noticeable during the first year, it may continue beyond that time. In most cases, caulk and paint are all that you need to conceal this minor evidence of a natural phenomenon. Even though properly installed, caulking shrinks and cracks. Maintenance of caulking is your responsibility.

Fading West Construction, LLC Limited Warranty Guidelines

Since Expansion and Contraction is a natural occurrence it is excluded from this Limited Warranty.

Fencing (when installed by FWC as a provision of the contract)

Homeowner Use and Maintenance Guidelines

Depending on the community in which your home is located, fencing may be included with your home.

Drainage

In planning, installing, and maintaining fencing, allow existing drainage patterns to function unimpeded. When installing a fence, use caution in distributing soil removed to set posts to avoid blocking drainage swales. Plan enough space under the bottom of a wood fence for water to pass through.

Homeowner Association

If you choose to add fencing after moving into your new home, keep in mind the need to obtain approval from your Homeowners Association.

Installation of Fencing

FWC recommends that you engage the services of professionals to install your fence. Be certain to inform a fence installer of all design review requirements and provide them with the location of your property lines.

Fading West Construction, LLC Limited Warranty Guidelines

If fencing is part of your home purchase, we will inspect the condition of the fence during the Final Walkthrough/Orientation and repair any fencing item that is listed on the Final Walkthrough/Orientation Form. Damage to fencing caused by severe weather should be referred to your Homeowners Insurance and is excluded from this Limited Warranty.

Fixtures (Electrical & Plumbing)

Homeowner Use and Maintenance Guidelines

The manufacturer typically treats fixtures with a clear protective coating, electrostatically applied, to provide beauty and durability. This coating is not impervious to wear and tear. Atmospheric conditions, sunlight, caustic agents such as paints, and scratches from sharp objects can cause the protective coating to crack or peel, and result in spotting and discoloration.

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Cleaning

Initial care of these products requires only periodic cleaning with a mild, nonabrasive soap and buffing with a soft cloth.

Corrosion

Again, it is very likely that your fixtures have a coating on top of a base metal. Water having a high mineral content is corrosive to any metal—coated or solid.

Polish

When peeling, spotting, or discoloration occurs, you can sometimes restore the beauty of the metal by completely removing the remaining coating and hand-polishing the item with a suitable polish. Applying a light coat of wax and buffing with a soft cloth helps maintain the gloss.

Tarnish

Like sterling silver, metals will gradually tarnish and eventually take on an antique appearance.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will confirm that the electrical and plumbing fixtures are installed without defects. Only the fixtures listed on the Final Walkthrough/Orientation Form will be repaired. FWC does not warrant against tarnishing, fading or corrosion damage to the external surfaces or internal workings of fixtures. This limitation includes solid metal or coated fixtures. Please note that many of the fixtures and appliances in your home do carry a manufacturer's warranty above and beyond the Limited Warranty offered by FWC.

Foundation

Homeowner Use and Maintenance Guidelines

We install the foundation of your home according to the recommendations of our consulting engineer. The walls of the foundation are poured concrete with steel reinforcing rods. To protect your home's foundation, you and the HOA should follow the guidelines for installation and maintenance of landscaping and drainage in this manual.

Cracks

Even though an engineer designed the foundation and we constructed it according to engineering requirements, surface cracks can still develop in the wall. Surface cracks are not detrimental to the structural integrity of your home.

Dampness

Due to the amount of water in concrete, basements may be damp. Condensation can form on water lines in unfinished basements and drip.

FWC Homes Limited Warranty Guidelines

The foundation of your home has been designed and installed according to the recommendations of an engineer. The walls of the foundation are poured concrete with steel reinforcing rods. Cosmetic Imperfections

Slight cosmetic imperfections in foundation walls, such as a visible seam where two pours meet or slight honeycombing are possible and require no repair unless they permit water to enter. During the Limited Warranty Period FWC will correct conditions that allow water to enter the basement, provided you have complied with the drainage, landscaping, and maintenance guidelines.

Cracks

Cracks due to expansion or settlement are common in foundation walls, especially at the corners of the walls. During the

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Limited Warranty Period, FWC will repair cracks that exceed 1/4 inch in width.

Garage Overhead Door (If applicable)

Homeowner Use and Maintenance Guidelines

Since the garage door is a large, moving object, periodic maintenance is necessary.

Light Visible and Rain/Snow Entry

Garage overhead doors cannot be airtight. Some light will be visible around the edges and across the top of the door. Weather conditions may result in some precipitation entering around the door as well as some dust especially until most homes in the community have landscaping installed. **Light and blowing snow or rain entering the garage door is not covered by this Limited Warranty.**

Lubrication

Every 6 months, apply a lubricant such as silicone spray to all moving parts: track, metal rollers (do not lubricate vinyl rollers), hinges, pulleys, and springs. Avoid over lubricating to prevent drips on vehicles or the concrete floor. At the same time, check to see that all hardware is tight and operating as intended without binding or scraping.

If the lock becomes stiff, apply a silicone or graphite lubricant. Do not use oil on a lock, as it will stiffen in winter and make the lock difficult to operate.

Garage Door Openers

To prevent damage to a garage door opener, be sure the door is completely unlocked and the rope-pull has been removed before using the operator. If you have an opener installed after closing on your home, we suggest that you order it from the company that provided and installed the garage door to assure uninterrupted warranty coverage. **Garage Door Openers installed by FWC are Consumer Products and are excluded from this Limited Warranty. FWC will not repair damages associated with the installation of a door opener that was not installed by FWC during the construction of the home.**

Be familiar with the steps for manual operation of the door in the event of a power failure.

If FWC installed a door opener as one of your selections, during The Final Walkthrough/Orientation we will demonstrate the electric eye that provides a safety stop

in the event someone crosses through the opening while the overhead door is closing. Use care not to place tools or other stored items where they interfere with the function of the electric eye. Expect to replace the battery in the garage opener remote controls about once a year.

Safety

Follow the manufacturer's instructions for safe and reliable operation. Do not allow anyone except the operator near the door when it is in motion. Keep hands and fingers away from all parts of the door except the handle. Do not allow children to play with or around the door.

For your safety, have any needed adjustments made by a qualified specialist on an annual basis. The door springs and cables are under a considerable amount of tension and require special tools and knowledge for accurate and safe servicing. Have the door inspected by a professional garage door technician after any significant impact to the door.

Sag

The garage door may sag slightly due to its weight and span even under normal conditions.

Fading West Construction, LLC Limited Warranty Guidelines

Garage doors as with any exterior door will require periodical adjustment. During the Limited Warranty period FWC will adjust doors that require adjustment, if the adjustment is due to a defect with the original installation of the door.

Ghosting

Homeowner Use and Maintenance Guidelines

Recent feedback from homeowners (in both old and new homes) regarding black sooty stains which develop on surfaces in homes (on carpet, walls, ceilings, appliances, mirrors, and around area rugs—to list a few examples) have caused much investigation and research.

The general conclusion of the research and laboratory tests has been that the majority of this staining or "ghosting" results from pollution of the air in the home caused by burning scented candles. Incomplete combustion of hydrocarbons as these candles burn contributes a considerable amount of soot into the air. This sooty substance then settles or accumulates on the surfaces of the home. The sooty deposits are extremely difficult to remove; on some surfaces (light-colored carpet, for instance), they are impossible to clean completely away.

Fading West Construction, LLC Limited Warranty Guidelines

The popularity of scented candles has increased in recent years. If this is an activity that is part of your lifestyle, we caution you about the potential damage to your home. When this condition results from the burning candles or other lifestyle choices, the resulting damage is excluded from this Limited Warranty.

Grading and Drainage

Drainage

Site drainage is limited to the immediate grades and swales (within 5 to 10 ft. of the foundation, depending on the setback) affecting the structure. FWC will establish grading of the site one time in a manner, which assures that the water falling on the site, whether from natural precipitation or from normal lawn irrigation will flow positively away from the foundation and concrete slabs of the Residence. Drainage swales may follow property boundaries. FWC will not alter drainage swales to suit individual landscape plans. It is normal for the site to receive water from and/or pass water on to other sites. No standing or ponding water should remain in the immediate area of the Residence longer than twenty-four (24) hours after a rain except in swales where water should not stand longer than (72) hours.

If Homeowner or HOA makes changes in grading or drainage, has installed landscaping improperly, or failed to perform required maintenance to maintain the proper drainage and these are deemed to be the cause of the damages, FWC as a courtesy, may suggest corrective measures, but will not be responsible for their implementation or expense.

Exterior Landscape Materials

Maintain soil levels at least 6 inches below siding, stucco, brick, or other exterior finish materials. Contact with the soil can cause deterioration of the exterior finish material and encourages pest infestations.

Roof Drainage

Do not remove the splash blocks or downspout extensions from under the downspouts. Keep in place at all times and make sure they are sloped so the water drains away from your home quickly.

Settling

The area we excavated for your home's foundation and utilities was larger than the actual size of the home and utilities installed. Although we replaced and compacted the soil, it does not return to its original density. Some settling will occur, especially after prolonged or heavy rainfall or melting of large amounts of snow. Settling can continue for several years. Inspect the perimeter of your home regularly for signs of settling and repair as needed to maintain the established final grade.

Subsurface Drains

Occasionally FWC installs a subsurface drain to ensure that water drains from a yard adequately. Keep this area and especially the drain cover clear of debris so that the drain can function as intended.

Fading West Construction, LLC Limited Warranty Guidelines

Drainage and Final Grade

FWC established the final grade to ensure adequate drainage away from the home. Maintaining the drainage patterns established by FWC is the responsibility of the Homeowner or the HOA. If You or the HOA alter the drainage pattern after closing, or if changes in drainage occur due to lack of maintenance, especially on un-landscaped lots or yards, FWC reserves the right to void this Limited Warranty. FWC does not alter drainage patterns to suit individual landscape plans

FWC documents the final grade that existed at the time of delivery of your home or depending on weather, as soon thereafter as possible. FWC will inspect drainage problems that are reported during the Limited Warranty period by comparing the existing grades to those originally established by FWC and documented on The Grading Inspection Certificate (GIC) you received. During the Limited Warranty Period FWC will not repair and correct any drainage that differs from the original installed grade. FWC is not responsible for weather caused changes to unlandscaped yards after grading has been established or after the date of occupancy, whichever occurs last.

New Sod

New sod installation and the extra watering that accompanies it can cause temporary minor drainage problems. If the watering causes any severe problem, please make the appropriate repairs or contact your HOA. Damage that occurs to the yard or home that is the result of the installation or watering of new sod is excluded from this Limited Warranty.

Ponding or Standing Water

FWC will correct, during the first year after the Warranty Commencement Date, ponding water, which stands for more than (24) hours within 5 feet of the Residence or more than (72) hours in swales as long as the ponding water is within (10) feet of the foundation.

Settlement

Backfilled or excavated areas around the foundation and utility trenches should not interfere with the drainage away from your home. If these areas settle more than four (4) inches during the first year, FWC will fill these areas provided that You have not changed the grades, swales, and drainage patterns for the home. You are responsible for any settlement that occurs in any non excavated areas of the property. If settlement occurs under exterior concrete, FWC will fill the visible sunken areas under the concrete during the first year of the Limited Warranty.

Water Features

While they may be calming and attractive, water features that are not properly installed can induce large amounts of water into the foundation zone for the residence. Water Features are not to be installed within (10) feet of the foundation. FWC reserves the right to void this Limited Warranty if Water Features are installed within (10) feet of the foundation.

Winter Grading

Due to weather conditions, especially during the winter and early spring, the final grade may not have been established at the time of closing. We document the status of your grading at The Final Walkthrough/Orientation. When conditions permit, grading work will continue. You must confirm that we have completed your grading before beginning your landscaping.

Gutters and Downspouts

Homeowner Use and Maintenance Guidelines

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It is the Homeowners responsibility or HOA (where applicable) to check gutters periodically. Materials or debris that accumulate in gutters can slow water drainage from the roof causing overflows, freezing and clogging of the downspouts.

Extensions or Splash blocks

Extensions should discharge outside of rock or bark beds so that water is not dammed behind the landscape edging material.

Snow and Ice-It is important to remove any snow piles from around your home. Ice build-up may develop in gutters and downspouts during extended periods of cold as the snow melts off of the roof. In addition to ice build-up in gutters and downspouts, it is not uncommon for ice to form on walkways as a result of the overflow from gutters and downspouts. The Homeowner is responsible for the removal of any ice that may build up or accumulate during these periods. Since it is the Homeowner's responsibility to remove any ice that may accumulate on the walkway, Fading West Construction is not responsible for any incidents that may occur as a result of the Homeowners' failure to remove the ice.

Fading West Construction, LLC Limited Warranty Guidelines

Gutters over 3 feet long are installed with a slight slope so that roof water will flow to the downspouts. During the Limited Warranty Period FWC will repair gutters that are not properly sloped.

Leaks

During the Limited Warranty Period FWC will correct leaks that occur as long as the leak is directly related to the installation of the gutter.

Overflow

Gutters may overflow during periods of excessively heavy rain. This is expected and requires no repair. However, this may be a sign that your gutters are clogged with debris.

Standing Water

Small amounts of water (up to one inch) will stand for short periods of time in gutters immediately after rain. No correction is required for these conditions.

Hardware

Homeowner Use and Maintenance Guidelines

Doorknobs and locks should operate correctly with little attention. Over time, they may need slight adjustments due to normal shrinkage of the framing. Occasionally, you may need to tighten screws or lubricate hinges and locks.

Fading West Construction, LLC Limited Warranty Guidelines

We confirm that all hardware is installed without defects during the Final Walkthrough/Orientation. Only the hardware listed on the Final Walkthrough/Orientation Form will be repaired.

Humidifier

Homeowner Use and Maintenance Guidelines

Due to the affect Humidifiers can have on the home, FWC does not install Humidifiers in the homes we build. Since FWC does not install Humidifiers, any Humidifier installed in the home is installed at the discretion of The Homeowner and must be installed after the original closing date for the home. FWC is not responsible for damages, including condensation or mold growth that is associated with improper installation or usage of a humidifier.

If a humidifier is installed in line with the furnace in your home after closing, operate the humidifier only during the winter months when the furnace is operational.

Before operating the humidifier, please review the manufacturer's operating instructions. These documents will cover the operation of the humidifier as well as maintenance recommendations.

In the manufacturer's operating instructions, there will be suggestions for where to set the humidity settings for the humidifier. It is important to remember that these are suggestions and that you will need to adjust the humidifier to the exterior weather conditions. As an example, when we experience extreme cold combined with snow, you will need to lower the humidity setting lower than the manufacturer's recommendations. When we have extreme cold combined with snow, turn the humidifier to its lowest setting or turn it off. Failure to lower the humidity settings during these conditions could result in condensation forming within the home.

Landscaping

Homeowner Use and Maintenance Guidelines

Unless installed by FWC, the installation and maintenance of landscaping is the Homeowners responsibility. In planning your landscaping, think of proportion, texture, color, mature size, maintenance needs, soft and hard surfaces, lighting, fencing, edging, and water requirements. A beautiful patio/garden area requires considerable planning and regular attention.

Backfill

We construct the foundation of your home beginning with an excavation into the earth. When the foundation walls are complete, the area surrounding them is backfilled. Soil in this area is not as compact as undisturbed ground. Water can penetrate through the backfill area to the lower areas of your foundation. This can cause potentially severe problems such as wet basements, cracks in foundation walls, and floor slab movement. Avoid this through proper installation of landscaping and good maintenance of drainage so that water drains away from the foundation.

Downspouts

Keep downspout extensions in the down position to channel roof runoff away from the foundation area of your home. Your routine inspection of downspouts, backfill areas, and other drainage components will help maintain the integrity of your home.

Erosion

Until your yard is established and stable, erosion will be a potential concern. Heavy rains or roof runoff can erode soil. The sooner the grade is restored to its original condition, the less damage will occur. Erosion is of special concern in drainage swales. If swales become filled with soil runoff, they may not drain the rest of the yard, causing further problems. Correcting erosion is your responsibility. You may need to protect newly planted seed with erosion matting or reseed to establish grass in swales. It can take several years to fully establish your lawn in such challenging areas.

First 5 Feet; Next to Foundation

Do not install sprinkler heads within 5 feet of your home's foundation. Sprinklers and other irrigation devices should not deposit moisture within 5 feet of your foundation. Plants installed within 5 feet of the foundation should be of a type that requires only minimal hand watering.

Landscape Contractors

You are responsible for changes to the drainage pattern made by any landscape, concrete or other contractor that you hire. Discuss drainage with any company you hire to do an installation in your yard. We also recommend that you only hire local companies that are members in good standing with The Better Business Bureau.

Landscaping Edging

Do not install edging around decorative rock or bark beds that obstruct the free flow of water away from the home.

Plant Selection

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Install plants that are suitable to the local climate. Favor native over exotic species. Consider the ultimate size, shape and growth of the species.

Requirements

Depending on the community selected, you may need to obtain approval from the Homeowners Association before designing, installing, or changing the landscaping for your home.

Sod

Newly placed sod requires extra water for several weeks. Water in the cool part of the day (ideally just before sunrise) at regular intervals for the first three weeks. Be aware that new sod and the extra watering it requires can sometimes create drainage concerns (in your yard or your neighbor's) that will disappear when the yard is established and requires normal watering.

Sprinkler System

If FWC included a sprinkler system with your home, the installer will make final adjustments shortly after you move in. The installer will note and correct any deficiencies in the system at the same time.

The Homeowner or HOA is responsible for routine cleaning, adjusting and repairing sprinkler heads as well as shutting the System down in the fall. Failure to drain the system before freezing temperatures occur can result in broken lines.

Automatic timers permit watering at optimum times whether you are at home, away, awake, or asleep. The amount of water provided to each zone can be accurately and consistently controlled and easily adjusted with a timed system.

Trees

FWC values trees as one of the features that make an attractive community. Trees also add value to the homes we build. We take steps to protect and preserve existing trees in the area of your home. In spite of our efforts, existing trees located on construction sites can suffer damage from construction activities, which manifest months after the completion of construction. FWC will not replace trees removed or damaged during the construction of the home.

Damage to existing trees can be caused by such things as compaction of soil in the root zone, changing patterns of water flow on the lot, disturbing the root system, and removing other trees to make room for the home. The newly exposed tree may react to conditions it is unaccustomed to. Caring for existing trees, including pruning dead branches or removing these trees altogether is the Homeowners and HOA's responsibility.

It is the responsibility of the Homeowner or HOA to water trees during the summer or during warm dry periods in the winter.

It is the responsibility of the Homeowner or HOA to mulch and avoid tilling or planting flower beds around trees. This is especially important while trees are recovering from the construction process.

Trees and other plant materials that were on the lot prior to construction are excluded from this Limited Warranty.

Utility Line Trenches

A slight depression may develop in the front lawn along the line of the utility trench. To correct this, roll back the sod, spread topsoil underneath to level the area, and then relay the sod.

Before any significant digging, check the location of buried service leads by calling the local utility locating service. In most cases, wires and pipes run in a straight line from the main service to the public supply. All digging will be the responsibility of the Homeowner or HOA.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final walkthrough/Orientation FWC will confirm that the landscaping is properly installed and is in a healthy condition. Landscape materials that FWC installs are warranted for one growing season, spring through fall (but never longer than 18 months from the original date of purchase). Maintaining landscaping is the responsibility of the

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Homeowner.

Mirrors

Homeowner Use and Maintenance Guidelines

To clean your mirrors use any reliable liquid glass cleaner or polisher available at most hardware or grocery stores. Avoid acidic cleaners and splashing water under the mirror; either can cause the silvering to deteriorate. Acidic cleaners are usually those that contain ammonia or vinegar. Avoid getting glass cleaners on plumbing fixtures as some formulas can deteriorate the finish.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will confirm that all mirrors are installed without defects. FWC will only correct scratches, chips, or other damage to mirrors listed on the Final Walkthrough/Orientation Form.

Mold

IMPORTANT INFORMATION YOU SHOULD KNOW ABOUT MOLD

Mold is a type of fungus that spreads through the air in microscopic spores. Mold occurs naturally and is found everywhere that life can be supported. Over 100,000 species of Mold exist in the world and 1000 of these are found in the U.S. In order to grow, mold requires food, air, water, and a temperature between 40 and 100 degrees Fahrenheit. While not all molds are harmful, growth of mold within a home is inappropriate and can potentially cause serious side effects, such as allergic reactions and infections, for the occupants in addition to damaging the material on which it grows. Experts are studying whether more serious side effects are possible. At this point, no agency has been able to set guidelines on how much exposure is harmful because each individual reacts to mold differently.

Designing or building homes that exclude mold spores is impossible. If conditions are right, mold will grow in your home. Items commonly found in all homes--such as wood, carpet, drywall, fabric, and insulation, to name a few, can supply a food source. Likewise, air and temperature in most homes supply the needs of mold spores. If moisture is present and remains on a mold food source, mold can develop within 24 to 48 hours.

Moisture is the only mold growth factor that can be controlled in a home. By minimizing moisture, you reduce or eliminate mold growth. Moisture in your home comes from many sources. The activities of daily living, spills, leaks, overflows, condensation, and high climatic humidity are examples. Good housekeeping and maintenance are essential in your efforts to prevent or eliminate mold growth.

MAINTENANCE GUIDELINES FOR YOUR HOME

Caulking

Maintain all caulking around areas such as windows, doors, sinks, tubs, & showers.

Cleaning

Mold grows well on dust and dirt. Therefore, vacuum and dust regularly. Clean or replace furnace and humidifier filters in accordance with the manufacturer's recommendations. Keep weep holes for brick and on windows clear. Most bath tile cleaning products contain chemicals that remove and help protect against mold growth. Wipe up any spills immediately.

Condensation

Condensation on surfaces inside your home is a sign of high humidity. If you notice condensation, wipe it up and take steps to reduce the humidity level in your home.

Humidifier

If your home includes a humidifier, operate it in accordance with the manufacturer's instructions and clean it as recommended in the

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manufacturer's literature. If condensation develops, turn the humidifier down or off. FWC does not install Humidifiers and is not responsible for damages associated with the installation or usage of a Humidifier.

Inspections

Check your home regularly for signs of water intrusion. These might include a musty odor, staining, or actual standing moisture. Remember to check inside cabinets under all sinks and behind toilets as well as in seldom used closets. If applicable, confirm your sump pump functions correctly. Check weather stripping, caulking, grout, weep holes, and so on. Check the refrigerator pan, air conditioning condensate line, coils, and condenser pan for signs of mold growth.

Landscaping and Drainage

Maintain positive drainage around your home. Avoid changes to the grade or exterior additions that interfere with drainage away from the home; this includes edging or borders that dam water near the home. Regularly inspect any sprinkler system for correct function. Adjust sprinkler heads to avoid spraying the home and correct any leaks immediately. Keep splash blocks or downspout extensions in place to channel roof water away from your home. Clean gutters as needed to prevent overflow.

Leaks

During the Limited Warranty Period, report any leak(s) to FWC. This includes roof, window, or plumbing leaks. **Failure to report leaks promptly increases your risk and responsibility for repairs.**

Purchases or Stored Items

Carefully inspect items you bring into your home such as boxes that have been in storage or new house plants for any sign of mold, including musty odors.

Tile Grout

Inspect and maintain grout as a seal to keep moisture from reaching the wall behind the tile.

Valves – Water Shut Offs

Be familiar with the shut off valves for all water supply lines in your home. In the event of a leak, immediately shut off the water at the appropriate valve to minimize the amount of water that is released. Clean up the water immediately.

Ventilation

Your daily habits can help keep your home well ventilated:

- Do not cover or interfere in any way with the fresh air supply to your furnace.
- Develop the habit of running the hood fan when you are cooking.
- Turn bath fans on when bathrooms are in use.
- Connect your clothes dryer exhaust to the vent pipe. Clean the exhaust tube as needed to keep it clear and functioning efficiently.
- Air your house by opening windows for a time when weather permits.

Weather Stripping

Weather stripping on doors may need occasional adjustment to prevent moisture from getting in around the door as well as to reduce air infiltration.

Fading West Construction, LLC Limited Warranty Guidelines

Since Mold results from water leaks or intrusion, during the Limited Warranty Period, FWC will respond and repair water leaks and intrusions that comply with the Standards of Performance contained within this Limited Warranty. The terms of the Limited Warranty applies to all Mold related claims.

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Paint and Stain

Homeowner Use and Maintenance Guidelines

Because of changes in the formulas for paint (such as the elimination of lead to make paints safer), painted surfaces must be washed gently using mild soap and as little water as possible. Avoid abrasive cleaners, scouring pads, or scrub brushes. Flat paints show washing marks more easily than gloss paints do. Often better results come from touching up rather than washing the paint.

Colors

Your selection sheets are your record of the paint and stain color names, numbers, and brands in your home. Exterior Paint

Due to weather conditions, fading of exterior paint is to be expected. The degree of fading is dependent upon climatic conditions and the shade of the paint or stain. The fading of paint, varnish, lacquer, or sealed stain on exterior surfaces will deteriorate rapidly and are excluded from this Limited Warranty.

Severe Weather

Hail and wind can cause a great deal of damage in a severe storm, so inspect the house after such weather. Promptly report damage caused by severe weather to your homeowners insurance.

Stain

For minor interior stain touch-ups, a furniture-polish-and-stain treatment is inexpensive, easy to use, and will blend in with the wood grain. Follow the directions on the bottle. (Helpful Hint: A Q-tip may be used to touch up small scratches and smudges).

Touch-Up

When doing paint touch-ups, use a small brush, applying paint only to the damaged spot. Touch-up may not match the surrounding area exactly, even if the same paint mix is used. When it is time to repaint a room, prepare the wall surfaces first by cleaning with a mild soap and water mixture or a reliable cleaning product.

We provide samples of each paint color used on your home. Store these with the lids tightly in place and in a location where they are not subjected to extreme temperatures.

Fading West Construction, LLC Limited Warranty Guideline

During the Final Walkthrough/Orientation FWC firm that there are no defects in the painted and stained surfaces. FWC will only touch up paint items that were listed on the Final Walkthrough/Orientation Form. You are responsible for all subsequent touch-up of exterior and interior paint.

Cracking

As it ages, exterior wood trim will develop minor cracks and raised grain. Much of this will occur during the first year. Raised grain permits moisture to get under the paint and can result in peeling. This is not a defect in materials or workmanship. Paint maintenance of wood trim and gutters is the Homeowners responsibility and is excluded from this Limited Warranty.

Paint Touch-Ups Will be Visible

Paint touch-up is visible under certain lighting conditions and is excluded from this Limited Warranty.

Wood Grain

Because of wood characteristics, color variations will result when stain is applied to wood. This is natural and requires no repair. Today's water-base paints often make wood grain visible on painted trim. Variations in colors due to wood grain are excluded from this Limited Warranty.

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Pests and Wildlife

Homeowner Use and Maintenance Guidelines

Insects such as ants, spiders, wasps, and bees, and animal life such as woodpeckers, squirrels, mice, and snakes, may fail to recognize that your home belongs to you. Addressing concerns involving these pests are the Homeowners or HOA (when applicable) responsibility. Informational resources include, among others, the state wildlife service, animal control authorities, the county extension service, pest control professionals, Internet, and public library. **FWC can not build a home that is airtight or pest & wildlife proof; there will be numerous areas where Pests and Wildlife can enter the home. Entrance into the home and damage caused by Pests and Wildlife is excluded from this Limited Warranty.**

Phone Jacks (If applicable)

Homeowner Use and Maintenance Guidelines

If your home is equipped with telephone jacks as shown on the blueprints and selection sheets. Initiating phone service, additions to phone service, and moving phone jacks for decorating purposes or convenience are your responsibility.

Fading West Construction, LLC Limited Warranty Guideline

During the Limited Warranty period FWC will correct jacks if they are positioned so that a wall phone cannot be installed. For instance, if a kitchen phone outlet is positioned too close to a cabinet or countertop backsplash and prevents a wall phone from being connected, FWC will address this issue.

During the Limited Warranty Period, FWC will repair wiring that does not perform as intended from the phone service box into the home. The phone provider for your home is responsible for the wiring to the phone service box.

Plumbing

Homeowner Use and Maintenance Guidelines

Your home plumbing system has many parts, most of which require maintenance and proper cleaning. Maintenance and cleaning will assure many years of good service from this system.

Aerators

Even though your plumbing lines have been flushed to remove dirt and foreign matter, small amounts of minerals may enter the line. Aerators on the faucets strain much of this from your water. Minerals caught in these aerators may cause the faucets to drip because washers wear more rapidly when they come in contact with foreign matter. (Note: Remove the screen and wash out to maintain the aerators).

Cleaning

Follow manufacturer's directions for cleaning fixtures. Avoid abrasive cleansers. They remove the shiny finish and leave behind a porous surface that is difficult to keep clean. Clean plumbing fixtures with a soft sponge and soapy water (a nonabrasive cleaner or a liquid detergent is usually recommended by manufacturers). Then polish the fixtures with a dry cloth to prevent water spots. Care for brass fixtures with a good-quality brass cleaner, available at most home improvement and hardware stores.

Clogs

The main causes of toilet clogs are domestic items such as disposable diapers, excessive amounts of toilet paper, sanitary supplies, Q-tips, dental floss, personal hygiene products and children's toys.

Improper garbage disposal use also causes many plumbing clogs. Always use plenty of cold water when running the disposal. This recommendation also applies to grease; supplied with a steady flow of cold water, the grease congeals and is cut by the blades. If you use hot water, the grease remains a liquid, then cools and solidifies in the sewer line. Allow the water to run 10 to 15 seconds after shutting off the disposal.

(Helpful Hint: A small amount of ice cubes used in the disposal will sharpen and clean the blades).

You can usually clear clogged traps with a plumber's helper (plunger). If you use chemical agents, follow the directions carefully to avoid personal injury or damage to the fixtures.

Dripping Faucet

You can repair a dripping faucet by shutting off the water at the valve directly under the sink, then removing the faucet stem, changing the washer or insert, and reinstalling the faucet stem. The shower head is repaired the same way. Replace the washer or insert with another of the same type and size. You can minimize the frequency of this repair by remembering not to turn faucets off with excessive force. (Please note that some manufacturers do not use rubber washers). **On faucets with pull out sprayers, it is possible for the sprayer connection at the base of the faucet to come loose due to the pulling out of the sprayer. Please periodically check this connection and tighten as needed.**

Extended Absence

If you plan to be away for an extended period, you should drain your water supply lines. To do this, shut off the main supply line and open the faucets to relieve pressure in the lines. You may also wish to shut off the water heater. Do this by turning off the cold water supply valve on top and the gas control at the bottom. Drain the tank by running a hose from the tank drain on the bottom of the water heater to the basement floor drain. If you leave the tank full, keep the pilot on and set the temperature to its lowest or "vacation" setting. Check manufacturer's directions for additional hints and instructions.

Fiberglass Fixtures

For normal cleaning use a nonabrasive bathroom cleaner and sponge or nylon cleaning pad. Avoid steel wool, scrapers, and scouring pads. Auto wax can provide a shine and restore an attractive appearance.

Freezing Pipes

Provided the home is heated at a normal level, pipes should not freeze at temperatures above 0 degrees Fahrenheit. If you are away during the winter months, set the heat at a minimum of 62 degrees Fahrenheit, higher when the temperature drops below 0 degrees Fahrenheit. Keep garage doors closed to protect plumbing lines running through this area from freezing temperatures.

In unusually frigid weather, or if you will be gone more than a day or two, open cabinet doors to allow warmer air to circulate around pipes. Use an ordinary hair dryer to thaw pipes that are frozen. Never use an open flame.

Gold or Brass Finish

Avoid using any abrasive cleaners on gold or antique brass fixtures. Use only mild detergent and water or a cleaning product recommended by the manufacturer.

Jetted Tubs (If applicable)

If your home includes a jetted tub follow manufacturer directions for its use and care. Never operate the jets unless the water level is at least one inch above the jets. Be cautious about using the tub if you are pregnant or have heart disease or high blood pressure; discuss the use of the tub with your doctor. Tie or pin long hair to keep it away from the jets where it might become tangled—a potentially dangerous event.

Clean and disinfect the system every one to two months, depending on usage. To do this, fill the tub with lukewarm water and add one cup of liquid chlorine bleach. Run the jets for 10 to 15 minutes, drain and fill again. Run for 10 minutes with plain water, and then drain.

Leaks

If a major plumbing leak occurs, the first step is to turn off the supply of water to the area involved. This may mean shutting off the water to the entire home. Then contact FWC during the Limited Warranty Period immediately for service.

Low Flush Toilets

We want to draw your attention to a water-saving regulation that went into effect in 1993, which prohibits the manufacture of toilets that use more than 1.6 gallons of water per flush. In the search for a balance among comfort, convenience, and sensible use of natural resources, the government conducted several studies. The 1.6-gallon toilet turned out to be the size that overall consistently saves water.

As a result of implementing this standard, flushing twice is occasionally necessary to completely empty the toilet bowl. Even though you flush twice on occasion, rest assured that overall you are saving water. Similarly, flow restrictors are manufactured into most faucets and shower heads and cannot be removed. We apologize for any inconvenience this may cause.

Low Water Pressure

Occasional cleaning of the aerators on your faucets (normally every three to four months) will allow proper flow of water. The water department controls the overall water pressure.

Main Shut-Off

The water supply to your home can be shut-off entirely in two locations. The first is at the street and the second is at the meter. We will point both of these out during the Final Walkthrough/Orientation.

Marble or Manufactured Marble

Marble and manufactured marble will not chip as readily as porcelain enamel but can be damaged by a sharp blow. Avoid abrasive cleansers or razor blades on manufactured marble; both damage the surface. Always mix hot and cold water at manufactured marble sinks; running only hot water can damage the sink. This also applies to Corian and Corian type products.

Outside Faucets

Outside faucets (sill cocks) are freeze-proof, but in order for this feature to be effective, you must remove hoses during cold weather, even if the faucet is located in your garage. If a hose is left attached, the water that remains in the hose can freeze and expand back into the pipe, causing a break in the line. **Repair of a broken line that connects to an exterior faucet is the Homeowners responsibility unless the freeze occurred as a result of a defect in the installation of the faucet. FWC will not repair or replace exterior faucets or repair any consequential damage that results from the Homeowners failure to remove a hose or any faucet device from the Exterior Faucet.**

Porcelain

You can damage porcelain enamel with a sharp blow from a heavy object or by scratching. Do not stand in the bathtub wearing shoes unless you have placed a protective layer of newspaper over the bottom of the tub. If you splatter paint onto the porcelain enamel surfaces during redecorating, wipe it up immediately. If a spot dries before you notice it, use a solvent recommended for this specific situation.

Running Toilet

To stop the running water, check the shut-off float in the tank. You will most likely find it has lifted too high in the tank, preventing the valve from shutting off completely. In this case, gently bend the float rod down until it stops the water at the correct level. The float should be free and not rub the side of the tank or any other parts. Also check the chain on the flush handle. If it is too tight, it will prevent the rubber stopper at the bottom of the tank from sealing, resulting in running water.

Shut-Offs

Your main water shut-off or shut-offs are located in the crawl space near the water meter. You use this shut-off for major water emergencies or to completely shut down the water supply to the home.

Each toilet has a shut-off on the water line under the tank. Hot and cold shut-offs for each sink are on the water lines under the sink or for PEX Systems, in the mechanical room.

Stainless Steel

Clean stainless steel sinks with soap and water to preserve their luster. Avoid using abrasive cleaners or steel wool pads; these will damage the finish. Prevent bleach from coming into prolonged contact with the sink as it can pit the surface. An occasional cleaning with a good stainless steel cleaner will enhance the finish. Rub in the direction of the polish or grain lines and dry the sink to prevent water spots.

Avoid leaving produce on a stainless steel surface, since prolonged contact with produce can stain the finish. Also avoid using the sink as a cutting board; sharp knives will gouge the finish.

Local water conditions affect the appearance of stainless steel. A white film can develop on the sink if you have over-softened water or water with a high concentration of minerals. In hard water areas, a brown surface stain that looks like rust can form.

TROUBLESHOOTING TIPS: PLUMBING

No Water Anywhere in the Home

Before calling for service, check to confirm that the:

- Main shut off on the meter inside your home is open.
- Main shut off at the street is open.
- Individual shut-off for each water-using item is open.

No Hot Water - See Water Heater

Leak Involving One Sink, Tub, or Toilet

- Check caulking and grout.
- Confirm shower door or tub enclosure was properly closed.
- Turn water supply off to that item.
- Use other facilities in your home and report the problem to FWC during normal business hours during the Limited Warranty period.

Leak Involving a Main Line

- Turn water off at the meter in your home and call FWC during the Limited Warranty period immediately for service.

Back Up at One Toilet

If only one toilet is affected, corrections occur during normal business hours.

- Shut off the water supply to the toilet involved.
- Use a plunger to clear the blockage.
- Use a snake to clear the blockage. If you've been in your home fewer than 30 days, contact FWC. If you've been in your home over 30 days, contact a drain cleaning (roter) service. After the 30th day, the Limited Warranty provides no coverage for this unless the back up is the result of a defect in the installation.

Sewer Back Up Affecting Entire Home

If you've been in your home fewer than 30 days, contact FWC. If you've been in your home over 30 days, contact a roter service. After the 30th day, the Limited Warranty provides no coverage for this unless the back up is the result of a defect in the installation. Remove personal belongings to a safe location. If items are soiled, contact your homeowner insurance company.

Even if the troubleshooting tips do not identify a solution, the information you gather will be useful to the service provider you call.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will confirm that all plumbing fixtures are in acceptable condition and are

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functioning properly, and that all faucets and drains operate freely.

Clogged Drain(s)

FWC will correct clogged drains that occur during the first 30 days after closing. If a household item is removed from a clogged drain during this time, we will bill you for the drain service. After the first 30 days, you are responsible for correcting clogged drains, unless the clog is the result of a defect in installation.

Cosmetic Damage

FWC will repair cosmetic damage that is listed on the Final Walkthrough/Orientation Form.

Freezing Pipes

Provided the home is heated at a normal level, pipes should not freeze. Keep garage doors closed to protect plumbing lines that run through this area. This Limited Warranty excludes coverage for frozen or broken pipes unless the problem is the direct result of an architectural or construction defect.

Leaks

Except where excluded, during the Limited Warranty Period FWC will repair leaks in the plumbing system.

If a plumbing leak caused by a warranted item results in drywall or floor covering damage, FWC will repair or replace items that were part of the home as originally purchased. We do not make adjustments for secondary damages (for example, damage to wallpaper, drapes, and personal belongings).

Noise & Temperature Variations

Changes in temperature or the flow of the water itself will cause some noise in the pipes. This is normal and requires no repair. During the Limited Warranty Period FWC will repair persistent water hammering. Expect temperatures to vary if water is used in more than one location in the home at the exact same time.

Supply

During the Limited Warranty Period FWC will correct construction conditions caused by FWC that disrupt the supply of water to your home. Disruption of service due to failure of the water department system is not the responsibility of FWC.

Toilet Leaks Caused by Cleaning Agents

Cleaning agents that stay in the toilet such as Tidy Bowl or other colored cleaning agents can cause premature failure of the wax seal and plumbing gaskets in the toilet, failures that are the result of the use of these products are excluded from this Limited Warranty.

Railings

Homeowner Use and Maintenance Guidelines

Stained, painted or wrought iron railings in your home require little maintenance beyond occasional dusting or polishing. Protect railings from sharp objects or moisture. Cover them during move-in so large pieces of furniture do not cause dents or scratches.

Due to wood grain, stained and or painted railings will have variations in the color of the stain. Some railings will have seams. This is due to combining several components to complete the railing.

FWC installs railings in positions and locations to comply with applicable building codes and will not be relocated to accommodate the Homeowner.

Fading West Construction, LLC Limited Warranty Guidelines

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During the Final Walkthrough/Orientation FWC will confirm that there are no defects in the installation of the railings. During the Limited Warranty period FWC will repair railings that are not properly installed.

Resilient Flooring/Linoleum/Vinyl Flooring

Homeowner Use and Maintenance Guidelines

Although resilient floors are designed for minimum care, they do have maintenance needs. Follow the manufacturer's specific recommendations for care and cleaning. Some resilient floors require regular application of an approved floor finish. This assures the floor will retain its finish. However, avoid using cleaning or finishing agents on the new floor until the adhesive has thoroughly set. This will take about two weeks.

Color and Pattern

Your color selection sheets provide a record of the brand, style, and color of floor coverings in your home. Please retain this information for future reference.

Limit Water

Wipe up spills and sweep debris and crumbs instead of washing resilient floors frequently with water. Limit mopping or washing with water; excessive amounts of water on resilient floors can penetrate seams and get under edges, causing the material to lift and curl.

Moving Furniture

Moving appliances across resilient floor covering can result in tears and wrinkles. Install coasters on furniture legs to prevent permanent damage. If you damage the resilient floor, you can have it patched by professionals. If any scraps remain when installation of your floor covering is complete, we leave them in the hope that having the matching dye lot will make such repairs less apparent.

No-Wax Flooring

The resilient flooring installed in your home is the no-wax type. No-wax means a clear, tough coating that provides both a shiny appearance and a durable surface. However, even this surface will scuff or mark. Follow the manufacturer's recommendations for maintaining the finish.

Raised Nail Heads

Raised nail heads are the result of movements of the floor joist caused by natural shrinkage and deflection. If a nail head becomes visible through resilient flooring, you should place a block of wood over it and hit the block with a hammer to reset the nail.

Scrubbing and Buffing

Frequent scrubbing or electric buffing is harder on floors than regular foot traffic. Use acrylic finishes if you scrub or buff.

Seams

Any brand or type of resilient flooring may separate slightly due to shrinkage. Seams can lift or curl if excessive moisture is allowed to penetrate them. You can use a special caulking at tub or floor joints to seal seams at those locations. Avoid getting large amounts of water on the floor from baths and showers.

Fading West Construction, LLC Limited Warranty Guidelines

During the final Walkthrough/Orientation FWC will confirm that there are no defects in resilient floor coverings. FWC will only repair flooring items that are listed on the Final Walkthrough/Orientation Form. This Limited Warranty does not cover damage to resilient floors caused by moving furniture or appliances into the home.

Adhesion

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Resilient floor covering should adhere. During the Limited warranty Period, FWC will repair lifting, bubbling and/or nail pops that appear on the surface of the flooring.

Ridges

Your Manufacturer sanded and filled the joints of underlayment to minimize the possibility of ridges showing through resilient floor coverings. Ridging is measured by centering a 6-inch straight edge perpendicular to the ridge with one end tight to the floor. If the opposite end of the straight edge is 1/4 inch or more from the floor, Your Manufacturer will repair this condition during the Limited Warranty Period.

Seams

Seams will occur and are sealed at the time of installation. During the Limited Warranty Period FWC will correct gaps in excess of 1/8 inch where resilient flooring pieces meet or 1/8 inch where resilient flooring meets another material. Seams that gap or curl due to excessive water being applied to the floor from cleaning or leakage is excluded from this Limited Warranty.

Roof

Homeowner Use and Maintenance Guidelines

The shingles on your roof do not require any treatment or sealer. The less activity your roof experiences, the less likely it is that problems will occur.

Severe Weather

After severe storms, from the ground do a visual inspection of the roof for damages. Notify your homeowners insurance if damage is apparent or if you suspect there is damage.

TROUBLESHOOTING TIPS: ROOF LEAK

Please keep in mind that roof leaks cannot be repaired while the roof is wet. However, you can get on the schedule to be inspected when conditions dry out, so call in your roof leak to FWC.

Confirm the source of the water is the roof rather than from a

- Plumbing leak
- Open window on a higher floor
- Ice dam
- Clogged gutter or downspout
- Blowing rain or snow coming in through code required roof vents
- Gap in caulking

Where practical, place a container under dripping water.

Even if the troubleshooting tips do not identify a solution, the information you gather will be useful to the service provider you call. Remove personal belongings to prevent damage to them. If damage occurs, contact your homeowner insurance company to submit a claim. Report the leak immediately to FWC.

Fading West Construction, LLC Limited Warranty Guidelines

During the Limited Warranty Period FWC will repair roof leaks other than those caused by severe weather, such as hail or wind, or some action you have taken, such as walking on the roof. Roof repairs are made only when the roof is dry.

Ice Dam

An ice build-up (ice dam) may develop in the eaves during extended periods of cold and snow. See gutters and downspouts for FWC's responsibility.

Severe Weather

During severe weather it is not uncommon for rain and snow to enter the residence through attic vents and for shingles to become loose or blow off. Damage that results from Severe Weather is excluded from the Limited Warranty, unless the damage results from a defect in the installation of the roof or attic vents.

Rough Carpentry

Rough Carpentry includes the framing (structural) components of the home. These components are covered by interior and exterior finishes and do not require maintenance.

Fading West Construction, LLC Limited Warranty Guidelines

Flooring Components

Since the flooring components of your home are constructed with a combination of natural and man made products, floor and stair squeaks are unavoidable. During the Limited Warranty Period FWC will repair floor and stair squeaks as well as stair vibration if they are determined to be a structural deficiency.

Floor Deflection

Floors will deflect (bend) when walked on. This will be more noticeable next to hutches, bookcases, pianos, chairs, and other heavy furniture. This is not a structural deficiency and is excluded from this Limited Warranty.

Floor Level

Floors will be level to within 1/4 inch within any 32-inch distance as measured perpendicular to any ridge or indentation. During the Limited Warranty Period FWC will repair floor(s) that exceed this standard.

Plumb Walls

During the Limited Warranty Period FWC will correct walls that are out of plumb more than 1/2 inch in an 8-foot distance or walls that are bowed more than 1/4 inch in any 16-inch measurement.

Window Openings

Due to the natural wood used in the construction of a home, there will be slight variations (out of plumb) in window openings. Variations in window openings are excluded from this Limited Warranty.

Shower Doors or Tub Enclosures

Homeowner Use and Maintenance Guidelines

Shower doors and tub enclosures require minimal care. Using a squeegee to remove water after a bath or shower will keep mineral residue and soap film to a minimum. A coating of wax can also help prevent build up of minerals and soap.

Use cleaning products suggested by the manufacturer to avoid any damage to the trim and hardware.

Avoid hanging wet towels on corners of doors; the weight can pull the door out of alignment and cause it to leak. Check and perform touch-up caulking on an as needed basis.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will confirm the condition of all shower doors and tub enclosures. FWC will only repair items listed on the Final Walkthrough/Orientation Form. During the Limited Warranty Period FWC warrants that shower doors and tub enclosures will function according to manufacturer specifications.

Siding

Homeowner Use and Maintenance Guidelines

Siding expands and contracts in response to changes in humidity and temperature. Slight waves are visible in siding under moist weather conditions; shrinkage and separations will be more noticeable under dry conditions. These behaviors cannot be entirely eliminated.

Wood and Wood Products

Wood or wood-product siding will require routine refinishing. The timing will vary with climatic conditions. Maintain caulking to minimize moisture entry into the siding. Note that some paint colors will require more maintenance than others and some sides of the home may show signs of wear sooner based on their exposure to the elements. Some wood siding, such as cedar, is subject to more cracking and will require more maintenance attention.

Cement Based Products

Cement based siding will require repainting and caulking just as wood products do. See also Paint and Wood Trim.

Fading West Construction, LLC Limited Warranty Guidelines

During the Limited Warranty Period FWC will correct separation at joints or where siding meets another material if the separation exceeds 1/2". FWC will not recaulk areas where the caulk has shrunk; this is the Homeowners responsibility (See caulking). During the Limited Warranty Period FWC will repair siding that comes loose or delaminates.

Ventilation

Homeowner Use and Maintenance Guidelines

Homes today are built more tightly than ever. This saves energy dollars but creates a potential concern. Condensation, cooking odors, indoor pollutants, radon, and carbon monoxide may all accumulate. We provide mechanical and passive methods for ventilating homes. Your attention to ventilation is important to your health and safety.

Attic Vents

Attic ventilation occurs through vents in the soffit (the underside of the overhangs) or on gable ends. Driving rain or snow sometimes enters the attic through the vents. Do not cover them to prevent this.

Daily Habits

Your daily habits can help keep your home well ventilated:

- Do not cover or interfere in any way with the fresh air supply to your furnace.
- Develop the habit of running the hood fan when you are cooking.
- Develop the habit of running the bath fans when bathrooms are in use.
- Air your house by opening windows for a time when weather permits.

Proper ventilation will prevent excessive moisture from forming on the inside of the windows. This helps reduce cleaning chores considerably.

Fading West Construction, LLC Limited Warranty Guidelines

FWC warranty guidelines for active components (for example, exhaust fans) are discussed under the appropriate headings (such as electrical systems, heating systems, and so on). Beyond those sections, ventilation or ventilation

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issues, unless they result from a defect in the construction of the home or from the installation of a Humidifier are excluded from this Limited Warranty. During periods of extreme cold you may experience condensation that forms on the inside of the venting for the bath exhaust fans. When this condensation forms, it may drip through the fan into the bathroom. Since this is due to condensation, it is excluded from this Limited warranty.

Windows, Screens, and Sliding Glass Doors

Homeowner Use and Maintenance Guidelines

Contact a glass company for reglazing of any windows that break. Glass is difficult to install without special tools.

Acrylic Block

Clean during moderate temperatures with only a mild soap and warm water using a sponge or soft cloth and dry with a towel. Avoid abrasive cleaners, commercial glass cleaner, razors, brushes, or scrubbing devices of any kind. Minor scratches can often be minimized by rubbing a mild automotive polish on the window.

Cleaning

FWC will make sure that all windows are free of stickers and paint overspray. However, cleaning windows is your responsibility. Always use approved cleaning products to clean your windows.

Condensation

Condensation on interior surfaces of the window and frame is the result of high humidity within the home and low outside temperatures. Your family's lifestyle controls the humidity level within your home. If your home includes a humidifier, closely observe the manufacturer's directions for its use.

Screen Storage and Maintenance

Many homeowners remove and store screens for the winter to allow more light into the home. To make re-installation more convenient, label each screen as you remove it. Use caution: screens perforate easily and the frames bend if they are not handled with care. Prior to reinstalling the screen, clean them with a hose using a gentle spray of water.

Sills

Window sills in your home are made of drywall, wood, wood products, man-made products, or marble. The most common maintenance activity is dusting. Twice a year, check caulking and touch-up as needed. Wax is not necessary but can be used to make sills gleam. Protect wood and wood product sills from moisture. If you arrange plants on a sill, include a plastic tray under the pot.

Sticking Windows

Most sliding windows (both vertical and horizontal) are designed for a 10-pound pull. If sticking occurs or excessive pressure is required to open or close a window, apply a silicone lubricant. This is available at home improvement and hardware stores. Avoid petroleum-based products.

Weep Holes

In heavy rains, water may collect in the bottom channel of window frames. Weep holes are provided to allow excess water to escape to the outside. Keep the bottom window channels and weep holes free of dirt and debris for proper operation.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will confirm that all windows, screens, and sliding glass doors are not damaged. FWC will only repair or replace the damaged windows and screens listed on the Final Walkthrough/Orientation Form.

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Windows should operate with reasonable ease and locks should perform as designed. During the Limited Warranty Period FWC will provide adjustments on windows that do not operate properly.

Condensation

Condensation on interior surfaces of the window and frame is the result of high humidity within the home and low outside temperatures. You influence the humidity level within your home; see the section on Condensation. Condensation on windows is excluded from this Limited Warranty.

Condensation that accumulates between the panes of glass in dual-glazed windows indicates a broken seal. During the First Year of the Limited Warranty Period and as a courtesy, FWC will replace glass with broken seals. After the first year, refer to the Manufacturer's Warranty for replacement.

Infiltration

Some air and dust will infiltrate around windows, especially before the installation of landscaping in the general area. Dust and air infiltration is excluded from this Limited Warranty.

Scratches

During The Final Walkthrough/Orientation FWC confirms that all window glass is free of scratches and damage. FWC will repair or replace windows that have scratches readily visible from a distance of (8) eight feet at The Final Walkthrough/Orientation. Only scratches and damage listed on the Final Walkthrough/Orientation Form will be repaired or replaced

Tinting

If you add tinting to dual-glazed windows, all warranties are voided. Damage can result from condensation or excessive heat build-up between the panes of glass. Refer to the manufacturer's literature for additional information.

Wood Trim

Homeowner Use and Maintenance Guidelines

Shrinkage of wood trim occurs during the first two years or longer, depending on temperature and humidity. All lumber is more vulnerable to shrinkage during the heating season. Maintaining a moderate and stable temperature helps to minimize the effects of shrinkage. Wood will shrink less lengthwise than across the grain. Wood shrinkage can result in separation at joints of trim pieces. You can usually correct this with caulking and touch-up painting.

Shrinkage may also cause a piece of trim to pull away from the wall. If this occurs, drive in another nail close to, but not exactly in, the existing nail hole. Fill the old nail hole with putty and touch up with paint as needed. If the base shoe (small trim between base molding and the floor) appears to be lifting from the floor, this is probably due to slight shrinkage of the floor joists below. Again, you can correct this condition by removing the old nails and renailling.

Fading West Construction, LLC Limited Warranty Guidelines

During the Final Walkthrough/Orientation FWC will confirm that wood trim is installed properly without damage. Minor imperfections in wood materials will be visible and will require no action. FWC will correct only the readily noticeable construction damage such as chips and gouges listed on the Final Walkthrough/Orientation Form.

Exterior

Cracks, twisting, shrinking, and the raising of the grain of exterior trim boards and decking, particularly cedar, are considered normal and are a function of the expansion and contraction of natural wood. These items are excluded from the Limited Warranty unless they constitute a construction defect. It is the Homeowners responsibility to maintain these areas with caulking. All natural exterior decking is delivered and installed in its natural condition. Unless dictated by the design guidelines for the community, FWC does not stain or seal the decking. Because of the effects of weather on natural wood, FWC strongly recommends that all natural exterior decking be weatherproofed. Cracking, twisting, shrinking, raised

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grain, or warping is excluded from this Limited Warranty.

Raised Grain

Because of the effects of weather on natural wood, you should expect raised grain to develop. This is normal and not a defect in the wood or paint and is not covered

Fading West Construction, LLC

Express Limited Major Structural Warranty

CONSTRUCTION PERFORMANCE STANDARDS

FOR FOUNDATIONS AND MAJOR STRUCTURAL COMPONENTS

(Colorado Only)

The following Construction Performance Standards are added to the warranty for homes located in Colorado only and are used by Fading West Construction, LLC in determining coverage under the Express Limited Major Structural Defect warranty to which they are attached and identified on the Warranty Confirmation Page.

The following terms when used in these Construction Performance Standards are defined as follows:

Original Construction Elevations – actual elevations of the foundation taken prior to substantial completion of the residential construction project. Such actual elevations shall include elevations of porches and garages if those structures are part of the monolithic foundation. To establish original construction elevations, elevations shall be taken at a rate of approximately one elevation per 100 square feet showing a reference point, subject to obstructions. Each elevation shall describe the floor. If no such actual elevations are taken then the foundation for the habitable areas of the Home are presumed to be level +/- 0.75 inch (three-quarters of an inch) over the length of the foundation. The habitable areas of the Home shall be considered the enclosed area in a home that is suitable for year-round residential use excluding garages, porches and/or decks.

Code – the International Residential Code for One- and Two-Family Dwellings published by the International Code Council, or if the context requires, the National Electrical Code.

(a) Performance Standards for Slab Foundations.

- (1) Slab foundations should not move differently after they are constructed, such that a tilt or deflection in the slab in excess of the standards defined below arises from post-construction movement. The protocol and standards for evaluating slab foundations shall follow the "Guidelines for the Evaluation and Repair of Residential Foundations" as published by the Texas Section of the American Society of Civil Engineers (2002), hereinafter referred to as the "ASCE Guidelines" with the following modifications:
 - a. Overall deflection from the Original Construction Elevations shall be no greater than the overall length over which the deflection occurs divided by 360 (L/360) and must not have more than one associated symptom of distress, as described in Section 5 of the ASCE Guidelines, that results in actual observable physical damage to the non-load-bearing elements of the Home.
 - b. The slab shall not deflect after construction in a tilting mode in excess of one percent from the Original Construction Elevations resulting in actual observable physical damage to the load-bearing portions of the Home.
- (2) If measurements and associated symptoms of distress show that a slab foundation does not meet the deflection or tilt standards stated in paragraph (1) of this subsection, a third-party inspector's recommendation shall be based on the

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appropriate remedial measures as described in Section 7 of the ASCE Guidelines together with the terms and conditions of this warranty. To the extent of conflict between the ASCE Guidelines and this warranty, the terms of this warranty shall prevail.

(b) Performance Standards for Major Structural Load-bearing Portions of a Home other than Slab Foundations.

(1) Floor over pier and beam foundations.

- a. A floor over pier and beam foundation shall not deflect more than L/360 from its Original Construction Elevations and have that movement create actual observable physical damage to the load-bearing portions of the Home identifiable in Section 5.3 of the ASCE Guidelines.
- b. If a floor over pier and beam foundation deflects more than L/360 from its Original Construction Elevation and the movement has created actual observable physical damage to the non-load-bearing elements of a Home identifiable in Section 5.3 of the ASCE Guidelines, a third-party inspector's recommendation shall be based on applicable remedial measures as described in Section 7 of the

ASCE Guidelines together with the terms and conditions of this warranty. To the extent of conflict between the ASCE Guidelines and this warranty, the terms of this warranty shall prevail.

(2) Load-bearing portions.

- a. A load-bearing portion of the Home shall not crack, bow, become distorted or deteriorate, such that it compromises the structural integrity of a Home or the performance of a structural system of the Home resulting in actual observable physical damage to a non-load-bearing element of the Home.
- b. If a load-bearing portion of a Home cracks, bows, is distorted or deteriorates such that it results in actual observable physical damage to a load-bearing portion of the Home, BBWG shall take such action as necessary to repair, reinforce or replace such load-bearing portion to restore the structural integrity of the Home or the performance of the affected load-bearing portion of the Home.

(3) Deflected load-bearing portion.

- a. A load-bearing portion shall not deflect more than the ratios allowed by the Code.
- b. If a load-bearing portion of the Home is deflected more than the ratios allowed by the Code, BBWG shall take such action as necessary to repair, reinforce or replace such load-bearing portion to restore the structural integrity of the Home or the performance of the affected load-bearing portion of the Home.

(4) Damaged load-bearing portion.

- a. A load-bearing portion of the Home shall not be so damaged that it compromises the structural integrity or performance of the affected load-bearing portion of the Home.
- b. If a load-bearing portion of the Home is so damaged that it compromises the structural integrity or performance of a load-bearing portion of the Home, BBWG shall take such action as necessary to repair, reinforce or replace such load-bearing portion to restore the structural integrity of the Home or the performance of the affected load-bearing portion.

(5) Separated load-bearing portion.

- a. A load-bearing portion shall not separate from a supporting member more than 3/4 of an inch or such that it compromises the structural integrity or performance of the load-bearing portion.
- b. If a load-bearing portion is separated from a supporting member more than 3/4 of an inch or separated such that it compromises the structural integrity or performance of a load-bearing portion of the Home, BBWG shall take such action as necessary to repair, reinforce or replace such structural component to re-establish the connection between the load-bearing portion and the supporting member, to restore the structural integrity of the Home and the performance of the affected load-bearing portion.

(6) Non-performing load-bearing portion.

- a. A load-bearing portion of the Home shall function as required by the Code.
- b. If a load-bearing portion of the Home does not function as required by the Code, BBWG shall take such action as necessary to bring the variance within the standard stated in subparagraph (A) of this paragraph